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### Publication Date

2015

Peer reviewed|Thesis/dissertation

UNIVERSITY OF CALIFORNIA

Santa Barbara

Automation and San Francisco Class “B” Longshoremen: Power, Race, and Workplace  
Democracy, 1958-1981

A dissertation submitted in partial satisfaction of the  
requirements for the degree Doctor of Philosophy  
in History

By

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December 2015

The dissertation of Seonghee Lim is approved.

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## **Acknowledgements**

This dissertation could not have been written without the political and legal struggles and personal testimonies of the B-men who formed the Longshore Jobs Defense Committee and fought for eighteen years to clear their names. Nothing motivated me more to push through writing this dissertation than listening to their life stories, their feelings of betrayal, and their hopes for justice. Special thanks must go to E. Randall Keeney for her recorded interviews with a majority of the B-men and for preserving the tapes, partial transcripts, and photographs of the B-men in the Bancroft Library at the University of California at Berkeley. I am also deeply indebted to Arthur Brunwasser, the lawyer of the B-men, who talked for hours with me about the B-men's legal case at his home in San Francisco and gave me valuable behind-the-scenes information on the vicissitudes of their long and extraordinary battles in the courtroom. He also read multiple chapters discussing the case and provided me with helpful comments.

Without the assistance of many archives specialists and librarians, whose aid paved the way through their resources, this project would have been impossible. I want to thank especially Robin Walker in the International Longshore and Warehouse Union Library, Charles Miller, Christopher Magee, and other staff members in the National Archives at San Francisco and at Kansas City. I also wish to thank the librarians in the Bancroft Library, the Institute for Research on Labor and Employment Library, and the Institute of Governmental Studies Library at the University of California at Berkeley and the Interlibrary Loan Service in the Davidson Library at the University of California at Santa Barbara.

All staff members in the History and the Black Studies Departments at the University of California, Santa Barbara, deserve much more gratitude than I have ever expressed for helping me go through all the necessary administrative tasks. I especially thank Darcy Ritzau for her guidance, encouragement, and warm heart. I also wish to acknowledge the grants, scholarships, teaching assistantships, and teaching opportunities that I received from the History and Black Studies Departments, the Center for Study of Work, Labor, and Democracy, and the Institute for Research on Labor and Employment of the University of California.

I was fortunate to have had an opportunity to study with and learn from many faculty members at the University of California at Santa Barbara. I am especially grateful for my committee members who showed unwavering belief in me and encouraged me. Professor George Lipstiz inspired me by constantly reminding me of the importance of the grassroots collective activism of oppressed people for social justice and the significance of the knowledge that they produced in the process. From selecting the dissertation topic to its revision to its completion, he also guided me to find answers to my own inquiries. Professor Gaye Theresa Johnson's scholarship, teaching, and activism also deeply influenced my work. She provided me with a powerful tool to understand structural racism and how to challenge it. Professor Cedric Robinson shared his unfathomable knowledge with me every time I had a question and led me to think about the linkages between my questions and larger contexts. My greatest debt is to my advisor Professor Nelson Lichtenstein. I benefited from his generosity in hundreds of ways. He set aside limitless amounts of time for reading drafts of my work, including every revised version of my dissertation, and provided extensive

comments. I also appreciate his unbounded patience with me whenever I became stubborn about my way of seeing the world.

Finally, I must thank my friends, family members, campus and community activists who nurtured me intellectually and politically. During my entire time at the University of California at Santa Barbara, the campus service workers and their union organizers accepted me as one of their own in their organizing efforts and taught me what standing up for worker solidarity meant. I wish to express my appreciation to all of my fellow members of the following organizations: The Student and Worker Coalition, Option 4, Occupy Isla Vista, Coalition for Justice for Trayvon Martin, Coalition for Sustainable Communities, and Academic Workers for a Democratic Union.

While I had ample assistance and support in writing this manuscript, any errors and omissions are mine alone.

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## ABSTRACT

Automation and San Francisco Class “B” Longshoremen: Power, Race, and Workplace  
Democracy, 1958-1981

By

Seonghee Lim

This dissertation studies the meaning of workplace democracy by examining San Francisco Class B Longshoremen whose status came into existence in 1958 as part of the automation and containerization plan agreed upon by the waterfront employers and the International Longshoremen’s and Warehousemen’s Union (ILWU). The B-men who toiled at the point of production as second class workers in this transitional period were in a unique position to see problems emerging from the mechanization plan and understand the exploitive nature of new work processes that arose from the abandonment of the old work rules. Although the main motivation for the waterfront employers and the longshoremen’s union behind the recruitment of B-men was to create a flexible but disciplined labor force that would make a smooth transition to automation, by organizing themselves for equal status and better working conditions, the B-men challenged the roles imposed upon them. By focusing on the black longshoremen who disproportionally filled the ranks of B-men and who lost their jobs without just cause and subsequently organized various actions for their reinstatement, this study provides a lens for viewing structural racism in the process of

automation and demonstrates the irrepressible self-activism of working people for respect, equality, and control over their working conditions.

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## **Introduction**

In 1958, Willie Jenkins, Jr., a 22-year-old black man, heard the news that the San Francisco waterfront was hiring a large number of new longshoremen for the first time since 1948. Jenkins had been working as a ship scaler for the past couple of years, but he was familiar with “Frisco” longshoremen’s work culture because his father had been a fulltime longshoreman and a member of the International Longshoremen’s and Warehousemen’s Union (ILWU) Local 10 since the Second World War. Willie J. Hurst, Jr., another young black man in San Francisco, also learned about the recruitment. His father had suffered from a heart attack that year and Hurst had just taken over his father’s warehouse job to help out the household economy. His father encouraged him to apply for the longshore job, instead of maintaining his current warehouse work.

The waterfront had been known in Bay Area black communities as a favorable place to work. Since the 1934 strike, the members of Local 10 democratically shared job opportunities through the union hiring hall. They had also established several formal and informal work rules by which they could work at their own pace and make a choice on when, with whom, and what cargo to work. For black men, who had been historically discriminated against in many workplaces, the longshoremen’s dispatching system and their work culture provided them with a great sense of democracy and freedom, as well as economic stability, if they obtained fully-registered status. Because a significant number of black men had been able to enter the industry during the war era and eventually became fully-registered men, the local had a reputation for having a high percentage of black

members. Many black longshoremen were revered in their communities for their involvement in promoting equal opportunities and rights for black people in the workplace and the larger society.

After going through formal application processes and physical examinations, both Jenkins and Hurst were admitted as Class B Longshoremen (or “B-men”) and began to work in the summer of 1959. Among the 743 B-men hired, about 60 percent were young black men, a substantial portion of whom had been born in the Southern states but had moved to the Bay Area during the Second World War. Like Hurst, many black men had been warehousemen before getting the B-men job. Like Jenkins, many of them had longshoremen relatives in Local 10. Jenkins understood that B-men, like partially-registered men in the past, were dispatched to jobs that were unfilled by fully registered men (or “A-men”) and lacked the union’s full membership privileges. Nevertheless, he believed that he would enjoy, just as his father had, the same union privileges and job security in a very near future.

What the B-men did not expect, however, was that more rigid requirements would be imposed upon them than had ever been imposed on any previous group of partially registered men. More importantly, soon after they got their jobs, the union began to abandon jobsite work rules that the longshoremen had established through militant actions during the late 1930s in order to make their work processes and working conditions fairer and more humane. As the work rules were eliminated, rank-and-file workers’ power to exercise control over their work processes became diminished. Besides, the local membership no longer had authority to make a final decision on registration. In 1961, a

coastwise union body informed the B-men that their promotion to fully registered status would not happen anytime soon.

After four years of enduring hardships stemming from his inferior position, newly adopted work rules controlled by the employers, and more onerous working conditions, Jenkins received a letter indicating that he would no longer be registered as a longshoreman. He was not alone. Eighty one other B-men also lost their registration status along with him, and Hurst was one of them. A majority of them believed that they were unjustly deregistered and decided to band together to fight to get their jobs back. They subsequently formed the “Longshore Jobs Defense Committee” (LJDC) and organized various actions to be reinstated, including legal battles. Jenkins and Hurst dedicated themselves to the cause and played a significant role in maintaining the spirit of the movement by serving as members of the LJDC’s steering committee.

What follows here is the largely forgotten history of the B-men like Jenkins and Hurst who began to toil at San Francisco Bay Area ports in 1959 and who, upon being deregistered in 1963, organized a struggle in order to clear their names and get their jobs back -- a struggle that lasted for eighteen years. This study of the creation of B Class longshoremen, the B-men’s working conditions, the process of registration, and the deregistered men’s struggle for justice significantly contribute to an understanding of the history of how the transition to automation and containerization influenced power relations on the West Coast waterfront and how workers themselves perceived and resisted these changes.

The creation of a unique status of B-men paralleled a plan to introduce mechanization on the waterfront. By the late 1950s, top officers of the West Coast

longshoremen's union believed that mechanization and containerization were inevitable and decided to cooperate with the employers' plan to introduce new technological methods of operation. In return, the union received monetary benefits. In anticipating a reduction in the future workforce, the ILWU agreed to create a new category of B-men whom the employers aimed to use as a flexible but available labor force during the transitional period to mechanization. Moreover, the union agreed to remove formal work rules, such as "gear priority" and "sling-load limits," and repressed rank-and-file workers from practicing customary rules like "four-on and four-off," by which workers set their own pace of work and thus restricted the management from unilaterally imposing upon them exploitative measures and dangerous speed ups.

The B-men's work experiences between 1959 and 1963 reveal a great deal about the employers' underlying motivation for insisting on bringing automation to the workplace. As soon as the union removed the tradition work rules, the employers increased productivity, not by introducing new machinery, but rather by overloading man-operated slings, reducing the basic gang size, and forcing the men to accept inhumane speed-ups. In other words, even though the employers had claimed that machines were needed for "economic efficiency," their fundamental impulse was to take over from rank-and-file workers the power to control how operations should be done.

This study also presents the workers' recognition of the drastic transformations in their work culture and power relations. The B-men, who did the bulk of the hold work that was most impacted by the work rule changes, faced far more hardships than A-men working on the deck or dock. B-men thus sensed most sharply the feeling of losing their control over the work process. Nevertheless, they lacked official means to express their sense of



injustice and change the conditions because they were excluded from the decision-making processes of the union.

The struggle of the B-men thus contributes to the understanding of how the anticipation and the collaboration of a labor union amidst technological changes affected not only working conditions but also union democracy. The meaning of union democracy cannot be separated from worker power on the jobsite, as well as internal participatory and procedural matters. West Coast rank-and-file longshoremen had established a culture of solidarity through organizing jobsite actions during and after the 1934 strike. Their union was widely known as one of the most radical and militant labor organizations. Nevertheless, it is important to examine how the union's traditions changed overtime, under what circumstances the changes occurred, and how different generations of longshoremen felt about and found meanings in union democracy. Without these observations, to correctly locate the story of the B-men in the history of the ILWU and to assess how the deregistered B-men felt about what happened to them and why they thought that the ILWU violated its ideals of union democracy would prove difficult, if not entirely impossible.

The story of the B-men proves that the initial intention of the employers and top union officers in creating their status-- a vulnerable but disciplined labor force to buffer the transition to automation -- did not work smoothly and generated much resistance among the B-men. Quitting the job permanently, being "unavailable," and refusing to work "as directed" were among the various forms of their workplace resistance.<sup>1</sup> They also organized

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<sup>1</sup> Many scholars have studied subtle forms of resistance of working people and their significance in impacting power structure and this study is influenced especially by the following works: W. E. B. Du Bois, Black Reconstruction (New York: Harcourt, Brace, and company, 1935) ; George P. Rawick, From Sundown to Sunup (Westport: Greenwood Publishing Company, 1972); Cedric Robinson, Black Marxism (Chapel Hill: The University of North Carolina Press, 1983); Robin D. G. Kelley, Race Rebels (New York: The Free Press,

themselves to collectively solve their grievances and improve their working conditions by electing their own representatives and sending them to local union executive board meetings. The case of the ILWU B-men thus demonstrates that workers' self activism for justice cannot be easily repressed.

A study of the B-men also provides an important lens to understand the intersectional dimension of race, class, and gender. A large number of black men had entered the industry during the Second World War and had managed to become fully-registered men in Local 10. They paved the way for many younger black men once again to be recruited in 1959. Due to the masculine nature of work, the strong tradition of worker control over the production process, a relatively high wage standard to support their families, a job on the waterfront provided a unique opportunity for black working-class men. Moreover, longshoremen enjoyed male social bonding while at work, because traditional longshore operations demanded workers' good teamwork and an intimate partnership. Those who were not dispatched for the day when there was no more work available often socialized among themselves by playing cards in the hall or by going out to a nearby bar where they mingled with seamen, teamsters, and various other workers.

Nevertheless, the San Francisco local was an exception in terms of keeping a large number of black members. Moreover, both times when black men entered the industry, more hardship was imposed upon them due to the war production effort in the case of the first generation of black longshoremen and in the name of automation in the case of the B-men in the early 1960s. Although the dispatching system provided equal opportunity to all

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1994); Tara Hunter, *To Joy My Freedom* (Cambridge, Massachusetts: Harvard University Press, 1997); and Stephanie M. H. Camp, *Closer to Freedom* (Chapel Hill: The University of North Carolina Press, 2004).

members regardless of their race and ethnicity, partnership and socialization rarely took place across racial lines. Furthermore, the eighty-five percent of the deregistered men in 1963 were black men who subsequently had difficulties finding another decent job, like many other inner city black men who experienced several times higher jobless rates than their white counterparts. The *life* stories of many black Longshore Jobs Defense Committee (LJDC) members before, during, and after working as B-men provide a shared history of how black working people suffered, survived, and resisted structural racism.

Even though both generations of black longshoremen had a shared experience of oppressive social practices as black working-class men, the interviews of a substantial number of black LJDC members uncover that a tension existed among them because of their different statuses and their different attitudes toward newly adopted methods of work. Many LJDC members believed that they were fired because they had protested against the mechanization and modernization agreement and had defied orders from their superiors. For them, older black longshoremen were too submissive to Harry Bridges who had been a perennial president of the ILWU since its formation and who received much credit for the local's admitting a large number of black men in the 1940s. They saw these older men's attitudes as not being manly enough. They resented the older black men for not organizing a strong opposition to their layoffs. The intergenerational tension demonstrates how the mechanization and modernization scheme played a role in forming a complex consciousness about masculinity, worker solidarity, and ethnic unity.

Despite facing financial hardship, Longshore Jobs Defense Committee members sustained their struggle for almost two decades by pulling together each one's meager resources and taking their legal case all the way to the United States Supreme Court. The B-

men's legal strategy was to prove that the union violated its "duty of fair representation." They also complained that the union and the employers' association, the Pacific Maritime Association, breached the contract when they had fired the B-men. A union's duty of fair representation was a judge-made concept that had been contested and redefined over and over in courts since the 1944 *Steele* case. The B-men's case travelled a long and convoluted journey from a district court, to an appellate court, and to the U.S. Supreme Court, and then returned to the district court for a trial and went through appeals again to the higher courts. A study of the B-men's case shows how the workers and the union contested what constituted a union's unfair representation and how the union and the employers attempted to maneuver through the legal system to get the case dismissed or defeated.

The B-men's struggle exemplified the resilience and resourcefulness of marginalized people who have produced invaluable knowledge about the world through their organizing activities. During the long convoluted course of struggle, they developed a new alternative vision about democracy, law, society, and worker solidarity beyond racial divisions. Their struggle thus presented an invaluable lesson about how people transform themselves in the process of organizing actions to change their social conditions. Their internal relations prefigured a new community in which human relationships are built upon care and cooperation, rather than upon exploitation and competition.

Historian Michel-Rolph Trouillot in his Silencing the Past: Power and the Production of History points out that "any historical narrative is a particular bundle of silences" because "differential exercise of power" in the process of history production "makes some narratives

possible and silences others.”<sup>2</sup> In other words, a power structure necessarily affects history production in various phases, such as creating and gathering facts and interpreting them. Power, however, “does not enter the story once and for all, but at different times and from different angles.”<sup>3</sup> For that reason, Trouillot emphasizes that not all silences are equal and thus restoring differently silenced voices cannot be done in the same manner but requires various procedures accordingly. Trouillot’s teaching is especially relevant to this study.

Although many scholarly books have been written about the work cultures of longshoremen at various ports and about their respective unions, only a few of them have examined the working conditions of B-men on the West Coast, in general, and even fewer have investigated the deregistered B-men’s struggle in depth. Regarding studies about San Francisco longshoremen, as historian Robert W. Cherny points out, many have focused on the 1930s, especially the 1934 strike, and on Harry Bridges who remained in the most powerful position in the ILWU for forty years.<sup>4</sup> In this way, the B-men’s voices were silenced not only by their waterfront employers and their union during their eighteen-year struggle, but also by historians who have largely focused on the most visible and dramatic people and events in ILWU history.

But the B-men’s story has not been completely suppressed. Stanley (“Stan”) L. Weir who was one of the deregistered B-men and who was elected to a co-chair of the LJDC

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<sup>2</sup> Michel-Rolph Trouillot, Silencing the Past: Power and the Production of History (Boston: Beacon, 1995), pp. 25-27.

<sup>3</sup> Ibid., pp 28-29.

<sup>4</sup> Robert W. Cherny, “Longshoremen of San Francisco Bay, 1849-1960” in *Dock Workers: International Explorations in Comparative Labour History, 1790-1970*, ed. Sam Davies et al (Aldershot, England: Ashgate Publishing Company, 2000), p. 102. Charles P. Larowe’s Harry Bridges: The Rise and Fall of Radical Labor in the U.S. is a biography of Harry Bridges, but it discusses the controversy between Bridges and the B-men in one of its later chapters. Larowe might have been motivated to do so because he was gathering information for the book and writing it during the 1960s when the controversy over the B-men’s case was on-going and also because he had some correspondence with Weir. See Charles P. Larowe, Harry Bridges: The Rise and Fall of Radical Labor in the U.S. (Westport, Connecticut: Lawrence Hill & Company, 1972), pp. 356-7.

wrote three short articles regarding the B-men's case for the magazine *New Politics* between 1964 and 1969.<sup>5</sup> Subsequently in the early 1970s, Weir wrote about San Francisco longshore culture of the time period in his master's thesis.<sup>6</sup> In the 1980s, he wrote an essay about the B-men's eighteen-year struggle, which was published posthumously in Singlejack Solidarity.<sup>7</sup> He also wrote a 62-page affidavit in 1965 submitted to a district court explaining what had happened to him personally while working as a B-man. Needless to say, all of Weir's accounts on how the events unfolded, along with his arguments regarding how the B-men's case should be understood, contribute to this study as valuable sources.

Nevertheless, Weir's social position as a white man and as a person who became an academic in the 1970s was very different from that of most other LJDC members and especially that of the black members who constituted 90 percent of the group and who did not have a lot of opportunities to get their voices heard. For that reason, this study recognizes that another layer of voices could be silenced if it were to focus exclusively on Weir's narrative and interpretation.

Fortunately, E. Randall Keeney interviewed about thirty five black LJDC members in the late 1970s and left the recordings of the interviews behind for historians to study. They told about their work lives on the waterfront as well as their multi-year struggle for reinstatement. They offered illuminating opinions about society, racism, union democracy, and the legal system. Although Keeney was a white woman, she was a long-time friend of

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<sup>5</sup> Stan Weir, "The ILWU: A Case Study of Bureaucracy," *New Politics*, Vol. III, No. 1, (Winter, 1964): "The ILWU: A Case Study of Bureaucracy -- II," *New Politics*, Vol. III, No. 2, (Summer, 1964): 62-65, "The Retreat of Harry Bridges," *New Politics*, Vol. VIII (Winter, 1969), 62-67.

<sup>6</sup> Weir, "A Study of the Work Culture of San Francisco Longshoremen" (M.A. Thesis, (M.A. Theses, University of Illinois at Urbana-Champaign, 1974).

<sup>7</sup> Weir, "New Technology" in Singlejack Solidarity ed. George Lipsitz (Minneapolis and London: University of Minnesota Press, 2004), 39-67.

Weir's and an artist activist who drew illustrations for his 1964 articles about the B-men. Weir thought that many black men were not only eager to tell their stories, but they also saw Keeney not as an outside "reporter" but as a sympathetic supporter.<sup>8</sup> In a letter to Keeney, Weir expressed his surprise when he listened to an interview of one of the men because he learned things about the person that otherwise he would never have known. In Weir's mind, the men would not have talked about the things that they said in the interviews to one another. This remark demonstrates the significance of Keeney's interviews in recovering some of the voices that otherwise might have been lost.

According to historian Alessandro Portelli, oral history tells us "less about *events* than about their *meaning*."<sup>9</sup> It is not that oral history does not have factual validity. But the unique element of oral sources is that they tell us "not just what people did, but what they wanted to do, what they believed they were doing, and what they now think they did."<sup>10</sup> For that reason, one's narrative tells more about himself than about the content of the narrative itself. This approach is especially useful in using the B-men's interviews. Because many years passed since being fired, they did not remember the exact year of a particular event that happened on the waterfront. But the interviews present their interpretations about what happened and the meanings of the life choices that they made. Moreover, the timing of the interviews tells us a lot about the interviewees, individually and collectively. Because the interviews were conducted when their struggle had been going on for 13 to 16 years but not concluded yet, they contained the past (what had happened), the present (how the event and

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<sup>8</sup> Weir to Keeney, November 2, 1976, BANC #85-169, Box 2, Folder 1, Bancroft Library, University of California, Berkeley, California.

<sup>9</sup> Alessandro Portelli, The Death of Luigi Trastulli and Other Stories: Form and Meaning in Oral History (Albany: State University of New York Press, 1991), p. 50.

<sup>10</sup> Ibid.

its aftermath had shaped their lives), and the future (what they hoped for and expected to become) that affected their present choices.<sup>11</sup>

Because they organized a long and collective struggle, the B-men left more sources behind for historians to understand the work conditions under which they toiled than did the union. However, they were not the only B-men who worked on the San Francisco Bay waterfront. Between 1963 and 1969, Local 10 recruited a total of 2,000 more B-men at four different times. Although these B-men did not leave behind their voices regarding their working conditions, this study attempts to reconstruct some aspects of their work lives based on the local's announcements for B-men or discussions about them in its weekly *Longshore Bulletin* newsletters. This study thus expands its interest beyond the deregistered B-men to an understanding of broader impact of the Second Mechanization and Modernization Agreement in the late 1960s and West Coast longshoremen's resistance to the agreement, which culminated in the 1971-1972 coastwise strike.

Without examining the traditional work culture and work rules that the West Coast longshoremen had established and practiced on their jobsites since the late 1930s, it would be impossible to understand the B-men's sense of disempowerment while working in a transitional period when the traditional rules were repressed, but not completely gone, and when new rules were introduced, but not yet firmly settled. Moreover, an investigation of how San Francisco longshoremen had dealt with registration and deregistration before the 1960s is necessary to comprehend why the deregistered B-men felt unfairly treated

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<sup>11</sup> To be sure, the limitation of the interviews in deconstructing further silenced voices also needs to be acknowledged. A couple of members had already passed away. Some could not be easily reached because they were "half lost to 'the street'," as Weir expressed in his letter to Keeney, meaning that they were, in dismay, and had fallen into drugs or alcohol. The fact that Keeney was Weir's friend worked as an advantage for the black men to open up their minds, but it also could have worked as a disadvantage in terms of accurately measuring the dynamics between the black members and Weir.



regarding what happened in their promotion processes and eventual deregistration. This study thus begins with an examination of these traditions and explores the meanings of workplace and union democracy in Chapter 1.

The meanings of union democracy and worker solidarity, however, cannot be adequately conceptualized unless the dimension of race is considered. Chapter 2 examines black longshoremen in San Francisco before 1959, their positions within the union, and their relationship with white longshoremen. It also attempts to illustrate how black longshoremen felt about racial relations and how they negotiated their way in an unwelcoming environment. Knowledge about this prior generation of black longshoremen explains not only how a large number of black men were recruited as B-men in 1959 but also a lot about the lives of the new black B-men themselves.

The waterfront employers' effort to destroy rank-and-file power at the point of production never stopped, but it gathered momentum in the mid-1950s when top ILWU officers also agreed that using jobsite actions to resolve workers' grievances should be stopped. By the late 1950s, the union officers decided to move along with the employers' plan to bring automation and share a portion of the savings gained from introducing the new machinery. Most importantly, in early 1959, they hired over 1,000 Class B Longshoremen and in January 1961, they signed the first Mechanization and Modernization Agreement. Chapter 3 focuses on the process of negotiations between the employers and the ILWU and examines what motivated union officers to adopt the path that they did.

Chapter 4 finally introduces the San Francisco B-men who began to work in 1959 and examines their working conditions and positions within the union between 1959 and 1962. Most of the personal information about the B-men comes from the filled-out

questionnaires and recorded oral interviews of about forty five deregistered B-men, among whom 90 percent were black. Consequently, most individuals discussed in this chapter were black longshoremen. Otherwise, a man's racial or ethnic background is specifically addressed.

The promotion process, the deregistration of 82 B-men, and the formation of the Longshore Jobs Defense Committee (LJDC) are discussed in Chapter 5. Because the LJDC members' legal case in the federal courts spanned the years from 1964 to 1981, the ups and downs of the *George R. Williams et al. v. the Pacific Maritime Association et al.* case are covered in several different chapters, namely Chapter 6, 9, and 10, although Chapter 6 is entirely devoted to the legal matters that occurred between 1965 and 1969. Chapter 9 pays special attention to what happened to many individual B-men after deregistration, how they defined the meanings of their struggle, union democracy, race and class, and how their collective struggle transformed their lives during the long and difficult course of the battle for justice.

Chapter 7, 8, and 10 explain how the waterfront had been transformed during the same time span as a result of the two consecutive Mechanization and Modernization Agreements and discuss how longshoremen organized various forms of resistance, including the 134-day long strike in 1971-1972. In discussing how the work culture and human relations had been changed due to automation and containerization by the end of the 1970s, Chapter 10 attempts to evaluate the conventional perception that containerization benefited consumers and the economy.

Ultimately, the B-men could neither clear their names nor go back to the waterfront. Nor could the West Coast longshoremen regain their power even after they conducted the

longest strike in history of the waterfront. By the late 1970s, mechanization and containerization were firmly established and the number of A-men was cut to two-thirds of what it had been in 1970. No longer were large numbers of B-men needed and thus the coastwise number of B-men was down to less than a couple of hundred in 1977.

Even though both the B-men and the longshoremen lost their battles, this study avoids any “condescending” attitude toward “the loser” in history from the viewpoint of “posterity,” as British historian E. P. Thompson warns us. He reminds us that the aspirations of historical actors were valid in terms of their own experiences, even when they seem backward looking from the standpoint of today’s generation.<sup>12</sup> The B-men lived through this transitional time period in which the future was not only unclear, but its direction might well be changed depending upon their actions. At the moment, they were making history that had not yet been completed. Moreover, their position as “the loser” does not diminish the value of the knowledge and lessons that they produced in the process of organizing their struggle. And finally, a study about how rank-and-file workers organized actions to establish the rules that determined the conditions of their work may yet have great significance in our era of rapid technological and organizational change.

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<sup>12</sup> E. P. Thompson, The Making of The English Working Class (New York: Vintage Books, 1966), p. 12-13.

## Chapter 1

### **“[A]n injury to one is an injury to all”: Work Culture on the San Francisco**

#### **Waterfront, 1934 -1942**

During the 1930s, the West Coast longshoremen established new democratic institutions and practices on the waterfront. After the 1934 strike, they created the union hiring hall where annually-elected union dispatchers rather than their bosses allocated jobs offering the first opportunity to work to those who had worked the fewest hours in the past. This system of job sharing by rotating their turns at work became known as the “Low-Man-Out” system. By continuously organizing a myriad of collective actions on the job, they put in place several work rules that not only created more humane, fairer, and safer working conditions but also gave them direct control over the nature, pace, and purpose of the work processes. Their spirit of establishing a distinctive form of workplace democracy was also shown in their effort to build a rank-and-file oriented union, the International Longshoremen’s and Warehousemen’s Union (ILWU) that adopted the motto, “an injury to one is an injury to all,” introduced by the Knights of Labor in the 19<sup>th</sup> century and popularly used by the Industrial Workers of the World (IWW) in the early 20<sup>th</sup> century.<sup>1</sup>

This chapter examines how longshoremen built these new institutions and work rules in San Francisco. While it is important to understand what motivated the longshoremen to pursue these policies, it is equally vital to recognize that in the process of organizing collective actions the workers generated more than tangible rules and policies. They shared

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<sup>1</sup> Regarding the origin of the motto, see Priscilla Murolo & A. B. Chitty, From the Folks Who Brought you the Weekend (New York: the New Press, 2001), p. 122; and William D. Haywood, The Biography of Big Bill Haywood (New York: International Publisher, 1929), p. 186.

knowledge about how to build worker power and preserve traditions of worker solidarity. These ideas and traditions cannot be easily measured quantitatively, but they proved decisive in establishing a form of worker control at the point of production that lasted for a quarter of a century in the ports along the West Coast, generating and maintaining a long lasting culture of working class resistance that influenced other parts of the work force.

An examination of the history of the “registration” processes among San Francisco longshore workers from 1934 to the early 1950s is crucial to understanding how the union attempted to cope with the industry’s continuing problem of unpredictability of the amount of work under an economic system that set the limits to the implementation of the workers’ equalitarian vision. In order to buffer the problem, ILWU San Francisco Local 10, representing longshoremen working numerous ports in the Bay Area, agreed with the employers to create three different categories of longshoremen. “Fully-registered” men, whose number remained more or less about 3,800 until the Second World War, enjoyed equal job opportunities, job security, and the right to fully participate in union affairs as members. “Permit” men, who were partially registered and who picked up work after all available fully-registered men were dispatched, did not have the same privilege. “Casual” men, who did not have any registration status, were recruited on a need basis and had no job security.

Moreover, when workload was too low for all fully-registered men to earn wages at a decent level, union officers often recommended a decrease in membership by deregistering some members based on seniority. Nevertheless, internal debates over deregistration reveal that rank-and-file members were willing to share economic hardship, rather than let some of their colleagues be deregistered. They argued that deregistration of some workers would

generate only a little more money for the remaining members, while creating a tremendous hardship for those who got fired – an option that they refuse to willingly accept. A study of deregistration processes thus uncovers a valuable lesson that when workers establish democratic institutions that empower them on the jobsite, they could develop a vision for a new set of human relations in production.

#### 1. Democracy in the Hiring Process: Equalizing Work Opportunities and Job Security

Between 1934 and 1939, West Coast longshoremen created a new work culture. One of the unprecedented and most democratic policies that they implemented was to equalize work opportunities on the waterfront based on a rotation system. As soon as they won a centralized hiring hall in each port city as a result of the 1934 strike, they developed a structure by which a registered longshoreman would report to the hiring hall for work and get a job after those who had worked fewer hours than he had were dispatched. Before examining in detail the method that the San Francisco longshoremen established for this equalitarian vision to work, it is necessary to briefly examine the history of previous hiring systems.<sup>2</sup> The idea of equalizing work opportunities by rotating turns at work mainly stemmed from the longshoremen's shared knowledge about the problems incurred during the previous decades under the old system known as the "shape up" and their experiences with it in different types of hiring halls.

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<sup>2</sup> This study focuses narrowly and briefly on the employment practices before 1934. For more detailed history of San Francisco longshoremen, see R. C. Francis, "The History of Labor on the San Francisco Waterfront" (Ph.D. dissertation, University of California, 1934) and Frederic Claire Chiles, "War on the Waterfront: The Struggles of the San Francisco Longshoremen, 1851-1934" (Ph.D. Dissertation, University of California, 1981).

The term “shape up” originated from a description of how a large number of men lined themselves up on or near a pier each day to get a job. But it signified something deeper than that. During the early 20<sup>th</sup> century, hiring was done on the street near a pier by the hiring foremen of different stevedoring companies who selected the necessary number of men for each day’s operations. When a hiring foreman appeared around 8 am, longshoremen, who had been waiting for the moment from as early as six in the morning, shaped themselves in a semi-circle, surrounding the foreman who picked out those whom he needed. Shape-ups were repeated during the morning until foremen from different stevedoring companies filled up needed positions. The men who were not selected in the morning shape-ups often remained on the pier during the day, hoping to get a replacement position, or came back in the evening and shaped themselves up again to be picked out for night work. Harry Bridges, who began to work in 1922 as a San Francisco longshoreman, conveyed the demeaning aspect of the hiring practice when he stated that the workers were “hired off the streets like a bunch of sheep.”<sup>3</sup> Moreover, those who got a job were most likely expected to pay the hiring foreman some portion of money that they earned from the day’s work as a bribe in order to get selected again in a future operation – a corrupt practice called “kickbacks.”

Not all longshoremen, however, went through the shape-up process every day to get a job. Each stevedoring company had a number of longshoremen who steadily worked for the company and who were thus called “steady men.” But due to the nature of the industry in which workload from day to day was inconsistent, their work assignments per week and

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<sup>3</sup> Charles P. Larrowe, Harry Bridges: The Rise and Fall of Radical Labor in the U.S. (Westport, Connecticut: Lawrence Hill & Company, 1972), p. 8.

work hours per shift remained unpredictable, even though they worked for a particular company. When they had a job, they had to work continuously until the loading or unloading of the ship was completed. This meant that they often worked an entire day or several days without getting any rest or sleep.<sup>4</sup> When work was scarce, days could pass by without a job. Or they could join shape-ups in order to find a job with another stevedoring company. In other words, stevedoring companies kept steady men who could be available to work anytime convenient for the companies, but they also wanted to keep a large pool of men who were looking for a job on the street, rather than hiring them as steady employees, in order to accommodate the fluctuation of the amount of work.

The constant existence of men on the street seeking a job made it possible for the employers to speed up the work process and prolong the length of a shift without giving workers time to sleep or paying them a bonus for overtime labor. Men unable to keep up with speed ups to complete the shift due to fatigue or an injury could be easily replaced by those picked up from the street. Harry Bridges claimed that employers hired only two men to do the work that required eight men to perform under “normal circumstances without any pressure” and thus saved costs by forcing the two men to do the job at a merciless pace.<sup>5</sup> Under the circumstances, even though those who steadily worked for a company did not have to join the shape up on the street everyday to get a job, their working conditions were negatively affected by the shape up system. For longshoremen, shape up thus meant more than the way they lined up to get a job: it signified a ruthless competition that reduced the chance to increase steady employment for a large number of men and all but guaranteed

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<sup>4</sup> Lincoln Fairley claims that working straight for thirty six hours was not uncommon for many longshoremen during this period. See Lincoln Fairley, Facing Mechanization: The West Coast Longshore Plan (Los Angeles: University of California Press, 1979), p. 9.

<sup>5</sup> Larowe, Harry Bridges, p. 10.



inhumane working conditions for all. It also perpetuated a vicious cycle of increasing the power of the hiring foremen, while weakening a chance for workers to build a sense of solidarity.<sup>6</sup>

By the mid-1910s, the idea of establishing “hiring halls” as a solution to improve the situation had become prevalent among the West Coast longshoremen.<sup>7</sup> Through hiring halls, they believed that they could stabilize the casual nature of their employment. In 1915, when longshoremen at the coast level had organized themselves under the International Longshoremen’s Association (ILA), they demanded hiring halls, launched a strike during the following year, and shut down the coast for seventy-three days. Although the strike was defeated and the union was weakened, hiring halls were set up in Seattle for the first time on the coast. Nevertheless, the halls were controlled by the employers and were used to suppress workers’ attempt to organize their own union. Seattle longshoremen were asked to report to the halls for work, but before they got a job, they were required to present their “rustling card,” which showed the history of their union activities. In doing so, the employers could exclude “troublemakers” from being hired. Historian Charles P. Larrowe argues that the workers viewed the hiring halls as little more than “shape-ups with a roof over them” and thus they concluded that “decentralizing the hiring process would make

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<sup>6</sup> For a “shape-up” system, see Charles P. Larrowe, Shape-up and Hiring hall: A Comparison of Hiring Methods and Labor Relations on the New York and Seattle Waterfronts (Berkeley: University of California Press, 1955); and Andrew Bonthius, “Origins of the International Longshoremen’s and Warehousemen’s Union,” *Southern California Quarterly*, Vol. 59, No. 4 (Winter, 1977), 379-383.

<sup>7</sup> According to Howard Kimeldorf, workers’ idea of controlling hiring process emerged in 1901 in Portland. See Howard Kimeldorf, Reds or Rackets?: The Making of Radical and Conservative Unions on the Waterfront (Berkeley, University of California Press, 1988), p. 28.

blacklisting more difficult” and fought to return the hiring system back to a shape-up on the street.<sup>8</sup>

Immediately after the First World War when the workload was reduced, Seattle workers addressed the idea of sharing available jobs by rotating their turns to work and launched another strike when the employers rejected their demand. The idea of a rotational hiring practice, according to sociologist Howard Kimeldorf, was rooted in the vision of the a “worker-run society” put forward by the members of the Industrial Workers of the World (or Wobblies) in the early 20<sup>th</sup> century.<sup>9</sup> By the late 1910s, many Wobblies in the West Coast states, most of whom had previously worked as seamen or loggers, had set foot on docks. They organized direct actions among the longshoremen and built a sense of worker solidarity by challenging managerial authority and demanding workers’ control of hiring and working processes. In 1919, Seattle workers made a list of union members and rotated job assignments by taking jobs by their sequence on the list. By doing so, workers weakened the employers’ control not only over the hiring process but also over the work process because they did not have to worry about being fired for not speeding up – a practice that prefigured rotational systems established after the 1934 strike throughout the West Coast. Portland longshoremen also established a system similar to that of Seattle workers.<sup>10</sup>

The workers’ control over the hiring process and their rotational system in job assignments was short lived at this time due to a tremendous effort that the employers made to eliminate the workers’ institutions and “troublemakers” from the Seattle waterfront in

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<sup>8</sup> Larowe, *Shape-up*, pp. 89-90.

<sup>9</sup> Kimeldorf, pp. 27-29.

<sup>10</sup> Kimeldorf argues that the Wobblies’ influence was especially strong in the Pacific Northwest, such as Seattle and Portland, until the early 1920s when their influence shifted into San Pedro. See Kimeldorf, p. 37.

1920 and from Portland docks two years later.<sup>11</sup> Although the workers failed to achieve the goal and their union was almost crushed, Seattle employers soon appropriated some of their ideas by establishing a centralized hiring hall and a registration system. However, under the employer-controlled hiring hall system, “company gangs” that worked steadily for particular companies still existed and their earnings were higher than those of the gangs constituted with non-company men. Registered men were dispatched more or less on a rotation basis, but the registration system was used to “weed out” Wobbly members or labor radicals and none but registered men could get work. Workers thus called the hiring halls “fink halls.” A similar kind of fink hall appeared also in Los Angeles and Portland and they were operated until the eve of the 1934 strike.<sup>12</sup>

In 1919 in San Francisco, the employers successfully set up a company union that required longshoremen to show their union membership book to get a job, which had a blue cover in comparison to the red book of the Industrial Workers of the World. They blacklisted anyone who attempted to replace the company union or the “Blue Book” union, as longshoremen called it, with a “real” union or anyone who did not pay his dues to the Blue Book union. Unlike Seattle, Los Angeles, and Portland, during the following decade and until the 1934 strike, no fink halls were established but a shape-up method remained as the hiring practice. The Blue Book union did nothing to improve working conditions on the

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<sup>11</sup> Kimeldorf, pp. 32-33. William W. Pilcher’s study shows that the hiring practice in Portland between 1919 and 1922 differed from that in Seattle. The ILA gave preference to union members, who constituted only about one fourth of the workforce, in the hiring processes. Most Wobblies did not join the ILA and thus were discriminated against. See William W. Pilcher, The Portland Longshoremen: A Dispersed Urban Community (New York, Holt, Rinehart and Winston, 1972), pp. 31-32.

<sup>12</sup> For details about Seattle fink halls, see Larowe, Shape-up, pp. 91-95. For Los Angeles fink hall, see Kimeldorf, pp. 33-35 and “Interview with Joe Uranga” in Solidarity Stories, p. 73. In Portland, a corrupt hiring system similar to that under a shape-up system reappeared within fink halls. Gang bosses selected men in the hall and expected to get “gifts” from those who got jobs. See Pilcher, pp. 32-33.

waterfront. Not surprisingly, in 1933 when longshoremen regenerated their effort to organize their own union, one of their main demands was to establish union-controlled hiring halls.<sup>13</sup> Another demand was to have a “master” contract agreement that covered all longshoremen on the West Coast ports. They knew that if longshoremen shut down a port, ships could be simply diverted to other ports, making the workers’ effort ineffective and thus a coastwise unity was necessary.<sup>14</sup>

In 1934 after organizing an 85-day strike, maritime workers earned the right to negotiate and secure a master contract agreement and a centralized hiring hall in each port city.<sup>15</sup> Although the hiring halls were to be operated “jointly” by the both parties through Joint Port Labor Relations Committees (“Port Committees”), they became de facto union controlled because dispatchers were longshoremen elected annually by union members.<sup>16</sup> These halls established a three-shift work day and overtime payment. More importantly, workers decided to implement a rotational hiring system that was similar to what Seattle workers had practiced for a short period immediately after the First World War -- a practice by which registered longshoremen shared equal opportunities to work. Anthropologist

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<sup>13</sup> For the influence of the Wobblies, see William W. Pilcher pp. 37-52; Kimeldorf, pp. 27-37. Bruce Nelson also emphasizes the importance of the emergence of worker self-activism to organize themselves around day-to-day grievances via soapbox agitations and the rank-and-file newspaper, the *Waterfront Worker*. He points out that, although Sam Darcy who was involved in organizing rank and files was a Communist Party organizer, John Larsen who bridged Darcy with other activists, such as Bridges, Henry Schmidt, Henry Schrimpf, Dutch Detrich, and others, was an ex-Wobbly. See Bruce Nelson, Workers on the Waterfront: Seamen, Longshoremen, and Unionism in the 1930s (Urbana: University of Illinois Press, 1988), pp. 115-116

<sup>14</sup> Larowe, pp. 94-97; and Fairley, p. 9.

<sup>15</sup> A detailed account about the 1934 strike is beyond the scope of this study. As soon as the strike was over, Paul Eliel wrote an account on the strike organized in San Francisco based on contemporary newspaper coverages. See Paul Eliel, The Waterfront and General Strikes, San Francisco, 1934: A Brief History (San Francisco: Hooper Printing Company, 1934). The federal government intervened in the labor conflict and mediated the settlement on the 13<sup>th</sup> of October. For the “October Award,” see Marvel Keller, Decasualization of Longshore Work in San Francisco (Philadelphia, Pennsylvania: Works Progress Administration National Research Project, 1939), Appendix E, pp. 122-127.

<sup>16</sup> The Joint Port Labor Relations Committee consisted of the same number of representatives from each side.

William W. Pilcher in his study of Portland longshoremen thus states that the 1934 strike was much more than a labor dispute. It was “the revolt of proud and independent men who had had to submit to personal humiliation in order to support themselves and their families.”<sup>17</sup>

The method to share work opportunities that San Francisco longshoremen adopted was to dispatch gangs on a rotational basis. Every longshoreman on the waterfront had traditionally worked on each job in a “gang,” a group of men working as a team comprised of different skilled categories and job positions, such as hold men, dock men, and winch drivers (deck men). Before the 1934 strike, the basic gang size had been small, but by early 1935 San Francisco longshoremen successfully increased the minimum size of a gang to sixteen and established a number of “permanent” gangs.<sup>18</sup> Under the new system, each permanent gang consisted of the gang boss, who was elected by his gang members, and some core members who decided to work together as a team – freedom that had not existed under the previous shape-up hiring system. In the newly established hiring hall, there was a “gang board” on the wall, on which dispatchers recorded each gang’s work hours, job assignments, and the dates that the jobs were performed. Based on the records, dispatchers assigned a job first to a gang that accumulated the fewest hours and thus tried to equalize work hours among gangs.<sup>19</sup>

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<sup>17</sup> Pilcher, p. 39.

<sup>18</sup> The demand for an increase in the size of a gang was not new. According to Kimeldorf, in 1919 San Francisco longshoremen had attempted to increase it from twelve to sixteen. After the 1934 strike, Local 10 formulated dispatching rules, according to which, the basic gang comprised of one gang boss, two deck men (winch drivers), six dock men, six hold men, and one jitney driver. See Kimeldorf, p. 35; and Keller, p.134.

<sup>19</sup> While the “steady men” and “company gang” statuses were eliminated in Seattle and Portland as a result of the 1934 strike, they remained until 1939 in San Francisco where they were called “preferred gangs” and were dispatched based on the request from the company they worked for. Keller, pp. 18-19. “Steady men” were revived in 1966 when the union signed the second Mechanization and Modernization Agreement. See Chapter 7, below.

A substantial number of longshoremen, however, preferred not to join a particular permanent gang. These men were dispatched to gangs that had vacancies or that needed extra men. They also constituted “extra” gangs by themselves, when more gangs were needed. For these men, who were called “extra” or “plug” men, a “plug board” system was introduced to rotate work. Each man was given a small metal plug stamped with his registration number and when he was ready for work, he would “plug in” the section of the board corresponding to his skill category or job position. Dispatchers assigned jobs to the men by the order that the plugs were put in. In this way, extra men knew whose turn was next. Some of the detailed rules were revised overtime, but the main structure of the plug-in system remained until the early 1950s when a new method was introduced.<sup>20</sup>

Longshoremen who belonged to a permanent gang had a couple of advantages. They did not have to show up to the hiring hall early in the morning and wait for their turn to get dispatched, but instead they checked in with their gang boss regarding the gang’s job assignment and went directly to the pier to work.<sup>21</sup> Because all permanent gangs should be available again to work upon completing a job, gang members had a chance to work more regularly than plug-in men and thus their average earnings were usually higher than those of plug-in men. For example, Marvel Keller’s study on work hours and earnings of

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<sup>20</sup> For example, the sequence to rotate work was re-decided every four-week period until 1938 when the union revised the method to make it as a continuous process by keeping plugs in the boards until all men were called for work and then allowing the men to re-plug for work. See Keller, pp. 20 and 64. Regarding the new Low-Man-Out system adopted between 1950 and 1951, see Chapter 3, below.

<sup>21</sup> In 1937, gang members began to obtain information about next day’s job assignment via radio broadcast during weekday evenings, but within a year, this practice was halted due to the Federal Communications Commission Act. Keller, p. 19; and ILWU, Proceedings of the Second Annual Convention of the ILWU, April 3-14, 1939, p. 189.

longshoremen during a four-week period in 1937 reveals that gang members worked an average of 179-183 hours, while regular men on extra list worked an average of 154 hours.<sup>22</sup>

Nevertheless, there were a lot of vacancies in gangs, and a large number of men preferred remaining as plug men to joining gangs.<sup>23</sup> For example, in 1937, only 1,697 men among 3,782 registered workers remained as regular gang members throughout the period. Another 1,367 men shifted their positions between gang membership and extra men, and the remaining 718 men worked persistently from the extra list.<sup>24</sup> One of the main reasons why a large number of men wanted to work as plug men was that they had more flexibility to choose when and what cargo to work. They did not have to report to work for several days if they decided not to work for awhile.<sup>25</sup> When they wanted to work, they showed up at the hiring hall early in the morning, placed their metal plug on the board, and got dispatched when it was their turn. Because longshoremen always worked as partners, they often made an arrangement by which only one of them showed up at the hall, got an assignment for both, and called the other to inform him which pier to show up to work.<sup>26</sup>

Even when a plug man reported to work, showed up at the hall, and was called for work, he could refuse a job or “flop” the work for the day. The system also allowed permanent gang members to skip a particular job, if they so desired. In this case, the gang boss via the hiring hall would have to request replacements for the absences. Although

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<sup>22</sup> Keller, pp. 51-78.

<sup>23</sup> Keller stated that in 1937, on average, about 6 out of 16 positions in a gang were vacant. See Keller, p. 44.

<sup>24</sup> Keller, p. 44, Table 4. Keller’s table presents the breakdown of all registered men by gang status, including permit men and visitors, and according to it, 1,867 men worked on the extra list throughout the period. Most of permit men and visitors, whose numbers were 800 and 349, respectively, worked from the extra list. Presented here is the number of only fully-registered men on the extra list.

<sup>25</sup> Pilcher also points out that that most longshoremen desired to work on the waterfront because of “freedom from a rigid work regime” (Pilcher, p. 35).

<sup>26</sup> For the details of how partners carried out this task, see Reg Theriault, Longshoring on the San Francisco Waterfront (San Pedro: Singlejack Books, 1978).

those who flopped a job would be placed at the bottom of the rotation list as a penalty for the action and had to forfeit their right to equal job opportunity for a certain period, having a choice to refuse a job was an important prerogative that longshoremen desired to keep.<sup>27</sup> These aspects indicated that neither earning a lot of money nor precisely equalizing earnings among workers per se was the top priority for many longshoremen when they established the new hiring practice.<sup>28</sup> Rather, the rotation system provided them with job security without going through a ruthless competition and with an opportunity to arrange their work schedules as they wished within certain limitations.

The rotation system, along with specific dispatching rules and penalties, did not appear on any master contract agreements. Rather, the Port Committee was designated as the governing body of the rules. Having a choice in deciding what job to take appeared nowhere in official master contracts or written dispatching rules by the Port Committee, but the longshoremen successfully established it within the new hiring system as a tradition. When a registration number was called for his turn to work, negotiations frequently occurred at the dispatcher's window. The worker could ask the dispatcher what choices he had, and based on the information, he could select a job. The reason why they chose the way they did varied, according to the accounts told by San Francisco longshoremen. Some workers would take a job based on the location of the pier. For example, those who lived in Easy Bay might take a job that would be performed on one of the East Bay side piers, such as

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<sup>27</sup> Keller, Appendix E, "San Francisco Longshore Dispatching Hall: Dispatching Rules, February 18, 1935," p. 134. Some details of the penalty for flopping changed over time. See Local 10 *Longshore Bulletin*.

<sup>28</sup> Keller, pp. 22 and 44-45.



Oakland and Alameda, in order that they could return home more easily after the day's work was over. Many chose their jobs based on the type of cargo that they had to handle.<sup>29</sup>

To be sure, those whose accumulated work-hours were lower than others and thus were called to the dispatcher's window earlier than others had more chance to choose their preferred job. But longshoremen believed that in the rotation system they set up, each one's chance to negotiate over a job would also balance out equally over time. In addition, the practice of longshoremen annually electing dispatchers made it difficult, although not impossible, for the dispatchers to give easier jobs to their friends. They could do a favor for their friends, technically, but they would have to face the fact that such acts of favoritism gave them little chance to be reelected.<sup>30</sup>

This new hiring and dispatching system provided registered longshoremen with job security in a radically different way. Because no worker was hired by a particular employer, even though a longshoreman or an entire gang might be fired by an employer, they would lose their wages for the day but not lose their occupation. They could simply come back to the hall next day and be dispatched to another job for another employer or another job for the same employer who had fired them the previous day.<sup>31</sup> Herb Mills, who became a San Francisco longshoreman in the early 1960s and wrote later about waterfront work culture, pointed out that when workers on the ship witnessed a longshoreman or a gang being fired,

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<sup>29</sup> Stan Weir, "West Coast Longshoremen," Singlejack Solidarity, ed. George Lipsitz (Minneapolis and London: University of Minnesota Press, 2004), pp. 268-269; Reg Theriault, The Unmaking of the American Working Class (New York, The New Press, 2003), p. 39; and Theriault, How to Tell When You're Tired (New York: W.W. Norton & Company, 1995), pp. 130-135.

<sup>30</sup> Theriault, How to Tell When You're Tired, p. 130.

<sup>31</sup> This policy remained until 1948 when the ILWU and the PMA amended the rule by which workers who filed a discharge grievance would not be dispatched to the same employer until the grievance was disposed. See Charles C. Killingsworth, "The Modernization of West Coast Longshore Work Rules" *Industrial and Labor Relations Review*, Vol. 15, No. 3 (April, 1962): 298.

they would not work hard on the ship as a protest against the discharge of their fellow workers. Therefore, an employer rarely fired a worker whimsically because of the likelihood that a fired man might come back to work for him for a future job and because solidarity actions organized by other longshoremen might slow down productivity.<sup>32</sup> In this way, workers had job security, which gave them, in turn, considerable leverage in dealing with their employers. When workers did not have a fear of being permanently fired by the employers, they began to bring down ruthless speed-ups, change other inhumane working conditions, and build new human relationships among themselves.

## 2. Democracy on the Jobsite: Worker Control over Work Processes

The 1934 strike not only created a new kind of hiring hall and hiring practices, but it also taught longshoremen a valuable lesson that they could change power structures in their workplace through rank-and-file participation in collective direct actions. Even after the strike, longshoremen continuously organized “quickie strikes” and slow-downs to solve their grievances and established important work rules by which they could generate fairer work processes and safer working conditions. Gear priority, sling-load limits, and “four-on and four-off” practices were some of the important rules that they instituted between 1935 and 1937.<sup>33</sup>

Gear priority gave a gang assigned in a particular hold on a ship the right to the hold work until it was completed. In other words, a gang had the right not to be shifted in the

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<sup>32</sup> Herbert Mills who began to work in the San Francisco port in 1963 wrote a series of essays between 1976 and 1983 about this aspect of work in detail. See Herb Mills, “The San Francisco Waterfront: The Social Consequences of Industrial Modernization (Part One: “The Good Old Days”), <http://www.ilwu19.com/history/frisco/page8.htm> (Local 19 website), March 2, 2015.

<sup>33</sup> According to the employers’ claim, there were 1,399 coastwise work-stoppages (347 in San Francisco) between 1934 and 1948. Larowe, *Shape-up*, p. 126.

middle of loading or unloading a hold to another hold that contained less tonnage or dirtier work than the original one. This rule was designed to prevent favoritism that had been prevalent under the shape-up. The gear priority restriction also enabled longshoremen to have more control in their work lives. When workers knew what their job assignment was – what cargo to move and how many days the operation would take to be completed --, they could plan how they wanted to perform the work. Obversely, if they did not know when and to what other operations they would be shifted in the middle of one job, the sense of control over their work would be considerably diminished.

The longshoremen also set the standard sling-load weight for each commodity and set the maximum weight for a sling load for any commodity at 2,100 pounds.<sup>34</sup> By placing a weight limit on each sling load hoisted in or out of a hold, longshoremen aimed to prevent any merciless speed-ups in work processes. The heavier a sling load was, the longer the time it took for workers to load it. This meant that there was less frequency of hiatus between sling loads, resulting in an increase in the speed of the operation. Besides, if the size of the load was large, hold men had to reach higher on the pile of the load. This kind of operation required more difficult and exhausting body movements.<sup>35</sup> In addition, workers tended to force themselves to “meet the hook” or keep up with the speed of the hook coming down to lift the sling that they were working on, although the performance would soon

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<sup>34</sup> There had been an earlier attempt to lower the sling load. In San Francisco, for example, longshoremen had unsuccessfully demanded to limit the size of a sling load after the First World War. See Kimeldorf, p. 35.

<sup>35</sup> Stan Weir, “Effects of Automation,” in Singlejack Solidarity, ed. George Lipsitz, p. 94; and Sydney Roger, Interview Transcription, 1998, p. 567, “A Liberal Journalist On the Air and On the Waterfront: Labor and Political Issues, 1932-1990,” Calisphere, University of California, [http://content.cdlib.org/view?docId=kt1000013q&chunk.id=d0e19147&brand=calisphere&doc.view=entire\\_text](http://content.cdlib.org/view?docId=kt1000013q&chunk.id=d0e19147&brand=calisphere&doc.view=entire_text), May 20, 2015.

physically exhaust them and eventually hurt their health conditions. By officially placing the limits on sling loads, the workers attempted to prevent this kind of inhumane speed-ups.

Reducing sling loads also stemmed from their concern for safety.<sup>36</sup> According to a report, a large portion of industrial accidents on the waterfront was caused by falling objects.<sup>37</sup> A heavily loaded sling increased a possibility of falling while moving and raised a chance for longshoremen to be more severely injured when it fell on them or hit them. Moreover, the rule created more longshore jobs: if a load was larger than the maximum limit, the employers had to hire more men to “skim” the pile of the load in order to lower the weight.<sup>38</sup> Sling load limits on various commodities, along with gear priority, soon entered into contractual agreements and remained in them until the late 1950s.

The longshoremen’s desire to control their labor time against the employers’ attempt to dehumanize it in the name of “rationalization” was shown the most in their use of a “four-on and four-off” practice. The term originated from describing the situation in which four hold men took a break, while the other four performed the task at hand, when eight hold men worked in the same hold during the same shift. In other words, hold men divided themselves into two rotating teams, rather than all men working continuously, simultaneously, and exhaustingly for the entire duration of the shift. It is important to recognize that four-on and four-off practices were never included in any contractual agreement, but longshoremen customarily carried them out as a tradition while working in the hold which was the actual point of production of the industry and in which employers’ constant supervision was impossible. The employers considered those who were getting rest

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<sup>36</sup> David L. Berntzen, The Mechanization and Modernization Agreement: Its Effect on Work Rule and Job Security (Berkeley: University of California, 1962), p. 5.

<sup>37</sup> Local 10 *Longshore Bulletin*, March 18, April 8, and July 8, 1949.

<sup>38</sup> Killingsworth, p. 298.

while others were working as a “redundant” and “unnecessary” labor force and argued that they were paying the men more than what they deserved to get. Not surprisingly, they attempted to get rid of this practice whenever possible.<sup>39</sup>

However, for longshoremen, the rule provided some time to catch their breath and regain their strength that was necessary after continuously moving heavy cargo items for a certain number of hours. From the longshoremen’s perspective, the tradition thus was also beneficial for productivity in the long run as well as for the workers’ wellbeing. The practice also demonstrated workers’ desire to set their own pace of work and expressed their idea that they were not robots but human beings. According to Reg Theriault, who began to work as a longshoreman in San Francisco in 1959 and who wrote about his work experiences later in a couple of books, the idea of “rationalization” of labor time was created under industrial capitalism, which attempted to “reduce workers to robots” in the name of greater productivity, although an “on and off” practice was a universal and centuries-old custom among working people.<sup>40</sup>

Despite the employers’ attempt to get rid of this tradition, due to strong solidarity cultivated among workers, the four-on and four-off tradition continued for a long time. Experienced foremen or “walking bosses,” as longshoremen called them, knew that forcing workers to break from the practice could backfire by slowing down operations and thus

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<sup>39</sup> Not surprisingly, the four-on and four-off tradition was the rule that the employers wanted to get rid of foremost in the name of “modernization” of the waterfront in the late 1950s – an aspect that will be examined in details in Chapter 3, below.

<sup>40</sup> Reg Theriault also points out how the terms “free loaders” and “featherbedding” were carefully created to discredit “on and off” practices by scholars like Fredrick Taylor in the field of so-called scientific management. See Reg Theriault, How to Tell When You’re Tired (New York: W.W. Norton & Company, Inc.), pp. 93-104. Historian Stanley Aronowitz’s study shows that auto assembly line workers also practiced on and off. One GM factory worker in Lordstown expressed that it was “the only way to survive” and keep him from “going nuts” in performing repetitive assembly work. See Stanley Aronowitz, False Promises (Durham: Duke University Press, 1992), pp. 23-24.

generating less productivity. The following account written by Theriault presented how the four-on and four-off rule was maintained on the jobsite. Theriault and his partner had a job in a gang that loaded hundred-pound sacks of rice. After working hard for an hour and feeling thoroughly exhausted, “wet with sweat and panting,” they sat down on some sacks to rest, while the two other longshoremen took over the task. At that moment, a walking boss came down to the hold with a young superintendent – a position that was higher than that of a walking boss in the official hierarchy. When the superintendent saw Theriault and his partner, he demanded to know, “Why aren’t you working?” Theriault explained:

My partner and I, still breathing hard, chose not to reply. He posed the question again. We continued to ignore him. All work in the hatch gradually wound down and stopped. The walking boss came over, nodded to my partner and me, and turned to the superintendent. “What’s wrong?” he asked. “Either these men get up and go to work,” the supe [superintendent] said, “or they’re fired.” My partner and I pulled ourselves to our feet, gathered up our jackets, and prepared to leave.

What followed afterward, according to Theriault, was that the walking boss stopped them from leaving, took the young superintendent away from the workers, and had a private conversation with him. They could hear the boss telling the superintendent that if the men were fired, then the rest of the gang would also walk off -- a situation that not only would delay the operation but also would require the hiring of night gangs to finish the work. When the superintendent kept insisting that “on and off” should not be accepted, the walking boss finally told him, “Goddammit, get up that ladder and leave this gang alone.” While boosting him up the ladder, the walking boss told the gang, “I want this ship loaded out, and I don’t want anymore horseshit from this gang. If we’re not done by six o’clock, I’m going

to fire everybody!” When he was climbing up the ladder, one of the gang members said, “Yes, dear.”<sup>41</sup>

What happened in Theriault’s case not only reveals how workers could wield control over their work processes through solidarity actions, but it also shows how customary rules were established and enforced on the jobsite by those who had knowledge about how the work should be done. A superintendent, who was hired by a stevedore company as an “on-the-job” representative of the company, in Herb Mills’ expression, was supposed to have power over workers and walking bosses, but his instructions could be ignored if they stemmed merely from contractual provisions and from his lack of knowledge about work rules practiced in real operations.<sup>42</sup>

A walking boss, whose job was to supervise gang bosses in order to make the operation smooth, was also hired by a stevedore company. However, on the West Coast waterfront starting in the late 1930s, longshoremen established a system in which a walking boss was selected among gang bosses who had been longshoremen for many years in various categories of work, and thus walking bosses were well acquainted with actual operations. Moreover, longshoremen institutionalized a tradition in which a gang boss was elected to the position by his gang members.<sup>43</sup> To be elected, gang bosses had to prove that they knew not only the work but also “how to work with the men.” In addition, according to Mills, the walking boss had usually “eaten and drunk” or “conversed over cards or dominoes” with the men while he had worked as a longshoreman. As a result, most walking

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<sup>41</sup> Reg Theriault, How to Tell When You’re Tired, pp. 113-115.

<sup>42</sup> Herb Mills, The San Francisco Waterfront Labor/Management Relations: On the Ships and Docks, Part One: “The Good Old Days” (Berkeley: Institution for the Study of Social Change, 1978), pp. 12-13.

<sup>43</sup> In 1942, the local adopted the rule that a gang boss should have at least five years of experience of longshore work as a fully-registered man. Working and Dispatching Rules of Local 10, 1947, p. 15, Local 10 Constitutions File, ILWU Library, San Francisco, California.

bosses could relate to the men.<sup>44</sup> Furthermore, they were members of the same union, although they belonged to a different local.<sup>45</sup>

To be sure, longshoremen and walking bosses could have a disagreement over how an operation should be carried on, arguing over who had better knowledge about the work or, as in Mills' expression, which side was "stupid." Each operation, especially in loading a ship, was a unique process – no operations were identical -- and thus a gang had to figure out each time how to load different kinds, shapes, and sizes of cargo in a particular hold on a particular ship. Calculating and recording what items should be loaded in a particular hold was a ship clerk's job, but loading and stowing them was the gang's job. The gang boss would look at the items and touch them in order to get a "real sense" of the cargo assigned to the gang. By pressing down on them to see if they were stable, steady, or loose, the gang boss had to figure out which items should be stowed at the bottom or on the top. Then, gang members loaded and stowed the items steadily and tightly inside the hold in order that the cargo would not be crushed down while the ship traveled on the ocean. In order to do so, they used their intelligence, experiences, and skills. Due to the fact that they dealt with different cargoes in each operation, an improvisation was a necessary ingredient of the work.<sup>46</sup>

All operations required good team work as well as workers' initiative, ingenuity, and skills. According to Sydney Roger, who worked as a ship clerk in the 1950s in San Francisco, workers considered "a good longshoreman" as one who made the load easier for everyone in the gang by performing his part of the work. Roger used to observe how gang

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<sup>44</sup> Mills, The San Francisco Waterfront Labor/Management Relations, pp. 6-11.

<sup>45</sup> San Francisco walking bosses were organized under ILWU Local 91.

<sup>46</sup> Mills, The San Francisco Waterfront Labor/Management Relations, pp. 22-23; and Roger, Interview Transcript, p. 568.



members on the dock, who were usually older and experienced members, worked together without telling each other what to do but by “talking and grunting to each other” as they maneuvered the cargo.<sup>47</sup> In other words, because they had worked for years together, they could communicate with each other how work should be done without long conversations but with short expressions. Due to the dangerous nature of the job, they had to watch out for each one’s life and safety and a sense of trust was absolutely necessary. When an operation was done, longshoremen shared a feeling of “pride” in their collective performance of the work. Stanly L. Weir, who began to work as a longshoreman on San Francisco waterfront in 1959, expressed how longshoremen built a sense of partnership and group solidarity:

Due to the unique nature of longshore work during the movement of break-bulk cargoes, it is difficult for bosses to stop the creation of deep-seated work relationships. Work eight to ten hours alongside another human lifting 135-160 pound coffee sacks, even heavier crates, or building interlocking tiers of canned goods cases, and in that coordinated motion of the two people an emotional bond is made. This is the joint pride that they can “put out a day’s work” with some style, and the sense of being jointly exploited.<sup>48</sup>

For that reason, if a walking boss disagreed with their way of performing the job, a dispute between the two sides would likely arise. Nevertheless, Mills pointed out that this kind of dispute rarely ended up in a work stoppage.

The significance of disputes between workers and managerial supervisors, for whatever reasons the disputes occurred, rests upon the West Coast longshoremen’s capability of openly defying an order of a superior. They could slow down an operation or organize a work stoppage because they had cultivated a culture of resistance and solidarity

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<sup>47</sup> Roger, Interview Transcript, pp. 572 -574.

<sup>48</sup> Weir, *Singlejack Solidarity*, p. 262. Weir and Theriault started longshore work in San Francisco in 1959 as B-men. Weir was fired in 1963 and became a leading figure of the Longshore Jobs Defense Committee. This account will be discussed in detail from Chapter 4.

as well as their control over the hiring process.<sup>49</sup> Organizing a range of collective direct actions that could provide workers with a sense of collective empowerment was crucial to building the culture. However small the action might be, it could create a deeper and long lasting impact. The process of organizing a meaningful collective action could be, therefore, a time and space for workers to teach and learn how they could sustain worker control on the jobsite. For example, San Francisco longshoreman Asher Harer remembered how workers felt empowered when a gang had united in a dispute over “lunchboxes” at a naval base during the Second World War.

When Harer and his gang members were assigned to a ship at the naval base, their lunchboxes were inspected at the gate of the base. But when they were boarding the ship, they were told by a young Marine that their lunchboxes must be left on the dock. The first couple of men complied with the order, but one of the men, Ernie, defied it. When the Marine ordered Ernie to stand back and let others go, Ernie didn’t stand back but moved forward, opened his lunchbox “under the guard’s nose” and said:

Look! Coffee, sandwiches, a banana and a piece of cake. No bomb. What’s wrong with you guys? Do you think I’m going to walk all the way out here on my coffee break? In the rain? I don’t get it. The war’s been going on for over a year, and you just discovered our lunchboxes are a “threat to national security”?

The next man, who was Ernie’s partner, sided with Ernie and said in a loud voice, “I’m with Ernie. . . . If he won’t go with his lunchbox, neither will I.” Hearing the voice, another man shouted, “I’m with you! Let’s all go back to the hall!” At this point, those who had already

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<sup>49</sup> Stan Weir emphasizes the importance of solidarity built within “informal work groups” as the source for workers’ job action power. Extended struggles waged by West Coast longshoremen against their employers in the past were possible, Weir claims, because their work culture had allowed them to be networked among themselves by working in gangs and as partners and by implementing work rules, such as “four-on and four-off,” that increased solidarity at the grassroots level. See Stan Weir, “A Study of the Work Culture of San Francisco Longshoremen” (M.A. Thesis, University of Illinois at Urbana-Champaign, 1974), p. 190.

surrendered their lunchboxes retrieved them and all men joined the action. What happened afterwards was similar to what happened to Reg Theriault's gang in the four-on and four-off incident. After their walking boss had a private conversation with Navy officers, they were called back to board the ship with their lunchboxes. Harer described how workers felt about what they had done as follows:

As we walked down the pier, feeling mighty good, one young guy began singing "Solidarity Forever." Ernie started laughing. He tapped the guy on the shoulder, and said, "Knock it off. You sing it like a dirge. It's a victory song. We sang it on the picket line in 1934, and besides, young feller, maybe they have some brand-new security regulation prohibiting union songs on Navy property. Did you think of that?" Ernie and the thwarted singer were both laughing as they climbed the ships' gangway.<sup>50</sup>

This "lunchbox incident" provides an insight into how longshoremen cultivated the culture of solidarity. Leaving their lunchboxes outside the ship might have seemed like a small thing, a minor irritation, because workers often left the ship for lunch or coffee at a nearby café when they worked on a non-military pier. However, the reason why they were ordered to leave their lunchboxes out on the deck, which was for a security purpose, made no sense to them. After all, it was not really about security but about power and control. Nevertheless, turning their feelings into an action, especially a collective one, required experiences and know how. When Ernie, who had learned through the 1934 strike how not to merely follow the order that made workers feel subordinated, initiated an action, others joined him and thus legitimized his resistance. In doing so, Ernie taught the younger stevedores how workers could empower themselves.<sup>51</sup>

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<sup>50</sup> Asher Harer, "The Lunchbox Incident" in Sea-Say: Salty Stories and Seamen's Slang, ed. Uran, Marshall, (San Francisco: Muran Productions, 1995), pp. 30-32.

<sup>51</sup> A 1944 issue of Local 10 *Longshore Bulletin* announced that no lunch boxes were allowed on Navy ships. It is unknown if the incident that Harer wrote about happened before or after this announcement. The incident proved that workers either ignored the union's announcement or forced the union to respond to their

Just as Ernie in the lunchbox incident case spoke to the younger worker about the 1934 strike in reference to the song, “Solidarity Forever,” longshoremen passed on the history of their past struggles and solidarity actions to newcomers through stories about the hardships of the old days, personal experiences on the docks and during labor disputes, or tales about some colorful characters on the waterfront.<sup>52</sup> They also did so through rituals. Each year stories about the 1934 strike were told and retold when the 5<sup>th</sup> of July or “Bloody Thursday” approached -- the date when two workers were killed by police during the strike in San Francisco. On that date each year, they commemorated the strike by organizing a parade. Participating in the parade was an important process for longshoremen to share this history and transmit it to newcomers.<sup>53</sup>

### 3. Democracy in the Union: Rank-and-File Unionism

The West Coast longshoremen struggled not only to establish democratic rules about the hiring and work processes, but they also attempted to build a rank-and-file oriented union. From the outset of the 1934 strike, they had established “strike committees” consisting of rank-and-file workers as the designated body to decide strike affairs, rather than relying on decisions made by International Longshoremen’s Association (ILA) officers. Joseph P. Ryan, President of the ILA, attempted to bypass the strike negotiating committee

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action. In either case, by doing so, they challenged in a subtle way the existing power structure. For the announcement, see *Local 10 Longshore Bulletin*, February 23, 1944.

<sup>52</sup> According to folklorist Phyllis Harrison in her study of Tacoma and Seattle ILWU locals during the 1990s, the oral tradition continued to thrive among the longshoremen not only through their stories but also through the custom of using nicknames, which were made from what happened about, to, and with the people who got the names. She also points out how artifacts displayed in the hiring hall, such as hooks, pictures, and banners, also “bear tangible testimony” of workers history. See Phyllis Harrison, “Refocusing Old Lenses: Lore in the Longshore Hall,” *Western Folklore*, Vol. 65, No. 1/2 (Winter-Spring, 2006), pp. 52-53.

<sup>53</sup> *Local 10 Longshore Bulletin*.

by reaching a settlement with the representatives of the employers' group, which gave the union neither the right to control of the hiring hall nor a coastwise master contract. Because Ryan had enjoyed controlling the union on the East Coast, which had no tradition of having a coastwise contract, hiring halls, or a membership referendum, he did not think seriously about the West Coast workers' demands and assured the employers that the deal that they made with him would prevail. West Coast longshoremen proved that he could not have been more wrong. They insisted, first, that any settlement should be voted for by the membership to be effective. Second, they rejected the Ryan negotiated settlement via referendum and did the same thing when Ryan intervened in the negotiation process for a second time.

In 1937, when the West Coast longshoremen voted to join the Committee of Industrial Organizations (CIO), they disaffiliated themselves from the ILA, and reestablished their union as the International Longshoremen's and Warehousemen's Union (ILWU).<sup>54</sup> San Francisco Bay Area longshoremen came under the jurisdiction of ILWU Local 10. They constructed a new constitutional structure that was totally different from that of the ILA. Union members annually elected local officers, executive board members, and dispatchers. No one was allowed to hold the same position for more than two consecutive years, although he could run again for the same position after going back to work for a year as a rank-and-file longshoreman.<sup>55</sup> Each year, between 70-100 positions

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<sup>54</sup> The Committee of Industrial Organizations subsequently changed its name in 1938 to the Congress of Industrial Organizations. The International Longshoremen's and Warehousemen's Union also changed its name to the International Longshore and Warehouse Union in 1997. John S. Ahlquist and Margaret Levi, In the Interest of Others: Organizations and Social Activism (Princeton: Princeton University Press, 2013), p. 85, #4.

<sup>55</sup> Local 10's constitution regarding elections was revised over time, but the basic structure remained the same. In the 1960s, the local decided to hold elections biennially.

including all committeemen positions were open for competition and many people ran for them. For example, during the 1938 election, 70 people competed with each other to get elected to 6 dispatcher positions.<sup>56</sup> Among a lot of officers and committeemen, only several were full-time office holders who got paid by the union and their paychecks could not exceed more than the earnings of skilled longshoremen.<sup>57</sup>

At the coast wide level, longshoremen elected delegates from each local to coastal caucus meetings in which contract demands were developed and Negotiating Committee members were elected. The contract settlement was submitted to the membership for a secret vote before it was signed. A strike call required approval from 85 percent of the membership. Officials of the International were nominated and elected at the biennial conventions and they could be removed by a recall procedure.<sup>58</sup> In reality, however, Harry Bridges, the first president of the International, remained in that position until he retired in 1977 and he served as the chief negotiator during the entire time.<sup>59</sup>

Not only did the membership elect officer positions, but it also elected members of various committees, such as Publicity, Grievance, Negotiation, Trial, and Investigation Committees. The Publicity Committee published the weekly *Longshore Bulletin*, a two-page newsletter, which reported membership meeting attendance levels, what was discussed and passed, old and new rules, contracts, and announcements about upcoming membership

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<sup>56</sup> Sample Ballot, September 26, 1938, ILWU Local 10 *Longshore Bulletin*, 1938-1941, ILWU Library, San Francisco.

<sup>57</sup> To encourage the membership to participating in voting in elections, the union levied a “fine” on those who did not cast their ballots. Local 10 *Longshore Bulletin*. For an account about payments to union officers, see Reg Theriault, *The Unmaking of the American Working Class*, p. 43.

<sup>58</sup> Fairley, pp. 3-4.

<sup>59</sup> Kimeldorf in his study of the early period of the ILWU emphasizes the importance of rank-and-file radicalism, rather than Bridges’s influence, in creating the union’s militancy. Bridges at the contract bargaining table seemed to be a tough negotiator to the employers, but he could do so only because rank-and-file workers sustained a vibrant militancy on the jobsite. See Kimeldorf, p. 11-12. In 1975, the union adopted age limits for candidates for the International Executive Board positions. See Ahlquist and Levi, p. 115.

and committee meetings and elections, as well as other political news.<sup>60</sup> Because three committee members rotated the task of writing the newsletter, each issue often presented the political opinions of the member who wrote it, meaning that opinions regarding a particular subject matter might not be consistent when it was discussed in different issues by different members. An issue of the *Longshore Bulletin* claimed that the newsletter was “written by Local 10 rank and filers for the benefit of Local 10 rank and filers.”<sup>61</sup> This was true in the sense that a publicity committee member could freely discuss his opinion on a specific topic that might be different from that of many Local 10 officers. However, some of the committee members often held other office positions simultaneously. Consequently, the newsletter reflected union officers’ opinions more frequently than that of many rank-and-file members.

The “Sick Committee” presented an important aspect of the union’s emphasis on building the sense of solidarity among workers. The numbers of sick or injured members might have varied at different times, but because of the dangerous nature of their work, a substantial number of injured members existed at any given time.<sup>62</sup> For example, 200 out of 3,700 registered men were recorded as “sick members” unable to work between April and

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<sup>60</sup> The newsletter was originally named *Longshoremen’s Bulletin*, but the name changed in late 1945. In order to eliminate any confusion, the newsletter is consistently referred here as the *Longshore Bulletin*. During a strike, the *Longshore Bulletin* was transformed into the *Strike Bulletin* and was published more frequently.

<sup>61</sup> Local 10 *Longshore Bulletin*, March 19, 1971.

<sup>62</sup> In 1949 the *Longshore Bulletin* announced the Federal Security Board’s report that 189 men had been injured in the port of San Francisco during the third quarter of 1948. In another issue, it reported the union’s welfare department data showing almost 100 longshoremen were injured each month on the job in 1949. It also discussed a study of the Federal Security Agency regarding the number of longshoremen who suffered injuries from industrial accidents. Between January and March, 1949, the total number of accidents for the entire longshore industry was 6,204, and 23 men were killed and over 2,500 men were seriously injured. Some of the causes of accidents were falls of persons (647 cases), falling objects (1180), and handling objects (1950). Local 10 *Longshore Bulletin*, March 18, April 8, and July 8, 1949.

June in 1938.<sup>63</sup> Sick Committee members were expected to call longshoremen who could not continue to work for a short or long term due to a work-related injury, visit them with the *Longshore Bulletin* or other magazines, and spend some time with them in order to make them feel connected with the union and keep them up with the waterfront news. Any Sick Committee member who failed to do so was cited before the Grievance Committee and fined \$10. Each week ten to twelve members served on the committee, and all fully-registered men rotated the job in alphabetical order of their last names. In this way, each member was expected to serve the committee every six years, according to a *Longshore Bulletin* issue. Up until late 1943, the names of the members who would serve on the committee for the coming week were announced in the *Longshore Bulletin* each week.<sup>64</sup>

The union's encouragement of rank and file participation in union affairs was shown the most in its effort to hold frequent membership meetings.<sup>65</sup> Local 10 held regular weekly membership meetings at the Coliseum Bowl in San Francisco and each member was required to attend at least one meeting each month. At the outbreak of the Second World War, the size of its membership was more or less steady at a level of 3,600 to 4,300 and normally over 1,000 members apparently attended each meeting. An issue of the Local 10 *Longshore Bulletin* reported that at one meeting only 650 were present – an attendance that was too low to form a quorum.<sup>66</sup> At a typical meeting, members received reports from

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<sup>63</sup> Local 10 *Longshore Bulletin*, August 1, 1938.

<sup>64</sup> The announcement disappeared sometime in late 1943. The membership was dramatically changed around this time due to the Second World War – a fact that might have disrupted the committee work or the way of rotating the members. It is not readily known if the Sick Committee disappeared or continued after this year.

<sup>65</sup> The *Longshore Bulletin* editorials emphasized that a union run by a few was not desirable and encouraged the membership to attend the weekly membership meetings.

<sup>66</sup> From March 1944, the local decided to hold membership meetings only twice a month, among which members were required to attend once. Regarding the changes in the number of membership meetings per month, see *Longshore Bulletin*, February 17, 1944.



officers about hiring hall situations, such as regarding the amount of work and how to equalize work hours among the existing members, along with other union business. Member also could bring up larger political concerns for a discussion.<sup>67</sup> They also often debated and decided matters regarding registration and deregistration -- matters that were among the most controversial issues at membership meetings.

#### 4. Registration: A Double-edged Sword

The first step of implementing a rotational work system was to decide who was eligible for registration. Right after the 1934 strike in San Francisco, the Port Committee suggested that “any man who had worked as a longshoreman at least one year in the three years immediately preceding the strike” would be eligible.<sup>68</sup> During 1933, nearly 8,000 men had worked on the waterfront, and among them about 3,000 men had “regularly” worked. Employers, however, wanted to admit to full registration only about 2,500 men, while the longshoremen argued for a larger number. The final decision was to accept all men who had worked at any time between January 1933 and May 1934 -- a decision resulting in registering 3,877 men.<sup>69</sup>

The registered men enjoyed job security, shared equal work opportunities by rotating among themselves, and were eligible to join permanent gangs. In the beginning, not all

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<sup>67</sup> Reg Theriault wrote about his observations about the membership meeting that he attended for the first time. It might have occurred in 1959 when he worked as a B man, but it gives an insight into what might have transpired at a typical membership meeting. In his account, a member brought up a motion regarding a constitutional amendment to “discontinue saluting the flag as a protest” against the country’s foreign policy. See, Theriault, The Unmaking of the American Working Class, pp. 17-34.

<sup>68</sup> Keller, p. 26.

<sup>69</sup> Keller, p. 26. Klaus Weinbauer documents the existence of similar systems in different ports in other countries. See Klaus Weinbauer, “Power and Control on the Waterfront: Casual Labor and Decasualisation” in Dock Workers: International Explorations in Comparative Labor History, 1790-1970 ed. Sam Davies et al. (Aldershot: Ashgate Publishing Limited, 2000), p. 593.

regular workers were union members, but the two categories soon became synonymous, and thus they had full rights to participate in union matters, including internal elections and membership meetings. Each one carried his “union book” in which he had to record his accumulated work hours. His book was also used to verify his attendance at union membership meetings. When he attended one, his book was “stamped” accordingly.<sup>70</sup>

Although the longshoremen established a new democratic institution of equalizing work opportunities among the registered men and jobsite work rules that gave them more control of work processes, they could not control the total amount of work and thus old problems of unpredictability in available work persisted. In order to cushion this problem, the Port Committee decided to create two other categories of longshoremen, “permit” or probationary men and “casuals” or social security men, who were recruited to be dispatched when there was more work than available registered men could handle. The registered men were then referred to as “regular” men in order to be differentiated from permit and casual men who did not get regular job assignments.

During the first several years, the permit men, as the name indicated, were given a “work permit” to perform the work. Immediately after the 1934 strike, San Francisco recruited about 450 permit men and gave each man a special “button” to mark himself as a permit man. However, the number of permit men increased between 1935 and 1936 when the industry experienced a labor shortage, and they were given registration numbers and recognized as part of the regular labor force.<sup>71</sup> In 1937, there were over 800 permit men who constituted 18 percent of the total number of 4,582 registered men. Since late 1938, a

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<sup>70</sup> Keller, pp. 27-28; and Local 10 *Longshore Bulletin*.

<sup>71</sup> Keller, pp. 27-28,

permit man had his own “book” to keep the record of his accumulated hours, just like a regular worker.<sup>72</sup> These changes happened probably because the employers recognized the advantages for them to have a more stable labor pool. By giving permit men a registered, although limited, status, they created a group of men whom they could rely upon when they needed more workers than those who were fully registered.

Permit men were also given priority to have a chance to be promoted to the fully-registered status after a “probationary” period had passed – a fact that explained why they were also called “probationary” men.<sup>73</sup> The contract gave the authority of promoting permit men to fully-registered status to the Port Committee. In actuality, the ILWU Local 10 membership made a decision on the matter at a membership meeting based on the recommendation of the union’s investigating committee. The union then submitted the membership’s decision to the Port Committee to get approval from the employers’ representatives.<sup>74</sup> The length of the probationary period for permit men varied in each local, but at the 1943 convention, the union decided that a probationary man should be given consideration for membership initiation “after a period not to exceed six months” from the time when he was accepted as a permit man. This did not necessarily mean that he would be accepted as a member, but at least he had a right to be considered to be promoted after working as a permit man for six months.<sup>75</sup> At the same convention, the ILWU decided to levy a per capita tax on permit men.

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<sup>72</sup> Local 10 *Longshore Bulletin*, November, 1938.

<sup>73</sup> There was a distinction between the two categories in 1934 when the registration system began, but the distinction soon disappeared. See Keller

<sup>74</sup> Keller, p. 28.

<sup>75</sup> Proceedings of the Fifth Biennial Convention the ILWU, June 4-10, 1943, pp. 199-208, ILWU Library, San Francisco, California; and Chapter 2, below.

Permit men were non-union workers and thus they could not be involved in the union's decision-making process. Nevertheless, permit men's meetings were separately held. They were also required to attend one of the weekly membership meetings each month in order for them to get used to procedures and union affairs, even though they did not have the right to participate in any discussion or decision-making processes.<sup>76</sup> Marvel Keller in his study points out that the San Francisco local was unique in the sense that no other local had a high portion of longshoremen as permit men as Local 10 did and that it permit men were closely associated with the union's force.<sup>77</sup> Other locals hired more casual men and used permit men not exclusively in longshore work. The fact that Local 10 gave the voting right to the existing permit men in the 1938 National Labor Relations Board election for ILWU recognition validates Keller's point.<sup>78</sup>

Few union records can be easily found about casuals who were hired when needed but could not expect to be called back. Because they did not get any registration number, they were hired by their Social Security number, and thus they were interchangeably called as "social security men." Local 10 recruited many of them from "sister" locals, such as the warehousemen's local and scalers' local. Members of other maritime unions, such as sailors and fishermen, were also good candidates for this category. The idea behind this decision was that because the local could not provide stable and regular jobs for them, the union wanted to recruit those who did not have to depend upon longshore work as the only source

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<sup>76</sup> For buttons, see *Longshore Bulletin*, January 5, 1938; For the books printed for permit men, see *Longshore Bulletin*, November 1- November 22, 1938.

<sup>77</sup> Keller, p. 50.

<sup>78</sup> Keller, p. 30. The election was held because when the ILWU was disaffiliated from the ILA, the waterfront employers refused to accept the ILWU as the representative of the workers by arguing that the contract had been signed between them and the ILA. The election certified the ILWU as the body of representing over 12,000 West Coast longshoremen, although a couple of hundred men in small ports kept their affiliation with the ILA. See Larrowe, *Shape-up*, p 111.

of their income. Besides, they were well acquainted with longshore work. In 1937, there were over 1,000 casuals hired in the local.<sup>79</sup> Casuals were supposed to be hired also through the hiring hall. Nevertheless, there were cases of gang bosses “picking up” a man in a nearby café when they were short of a man and when the hiring hall was closed.

According to a 1938 August issue of the Local 10 Longshore *Bulletin*, about 3,700 men were fully registered between April and June in that year and there were about, on the average, 400 permit men per month. Men in both categories paid their share of the cost of maintaining the hiring hall and the average monthly earning in these categories was about \$121.60.<sup>80</sup> During the same period there were about 1,000 casuals and 180 “visitors” whose average earnings were about \$22 per month -- a situation suggesting strongly that casuals worked only a few hours a week.<sup>81</sup> Yet their numbers must have fluctuated and, moreover, because of an increase in regular membership during the Second World War, few jobs must have been offered to casuals after the war, at least not until the Korean War.

There was another category which was called “car men” who performed loading and unloading cargoes from the dock to railroad cars, barges, or trucks or vice versa.<sup>82</sup> Their basic wage rate per hour was lower than that of longshoremen and the work was looked down upon as “something to fall back upon” if nothing else was available, and thus it often became the job for permit men.<sup>83</sup> In 1941 the Local 10 membership decided to recruit their

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<sup>79</sup> Keller, pp. 32-33.

<sup>80</sup> Local 10 *Longshore Bulletin*, August 1, 1938.

<sup>81</sup> Visitors were those who were registered in another local but temporarily worked in San Francisco. When West Coast longshoremen organized themselves under a coastwise union in 1934, they allowed any longshoreman to work outside his home port for a certain period time.

<sup>82</sup> Herb Mills, The San Francisco Waterfront Labor/Management Relations: On the Ships and Docks, 1978, p. 10.

<sup>83</sup> Keller, pp. 111-113.

sons in this position.<sup>84</sup> Car men were not allowed to take any longshore work, but if that occurred for any reason, then the local decided to give longshore work to those whose fathers kept good records during previous strikes. This decision indicates that the local took seriously how members performed union obligations during strikes.

The inconsistent, unpredictable, and uncontrollable amount of workload not only created different categories of men. It also created a tension among registered men when the union attempted to keep a certain level of wages for registered members. When there was not enough work, union officers considered deregistering some of the members based on seniority as an option in order to obtain the goal, albeit usually as a last resort. Within Local 10, officers recommended to the membership several times between 1938 and 1956 to consider deregistering some members or dissolving some permanent gangs. However, the process of making a decision on this sensitive issue never went through smoothly without a rigorous discussion that ended every time with Local 10 members rejecting the option of deregistering some of their colleagues, except one time in 1945 immediately after the Second World War when they had to let go about 850 men, most of whom were black workers. Even at this time, some members attempted, albeit unsuccessfully, to pass a resolution to reconsider the decision at the next meeting.<sup>85</sup>

For example, in early 1938, officers had begun discussing the problem of low levels of workloads and recommended to the membership to vote to dissolve several gangs. In this way, they anticipated an increase in the earnings of the remaining gangs. Local 10 members subsequently voted for the resolution at a regular meeting. However, soon after the vote,

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<sup>84</sup> Local 10 *Longshore Bulletin*, May 27, 1941.

<sup>85</sup> For details about black longshoremen in San Francisco, racial relations within the union, and the 1945 deregistration incident, see Chapter 2, below.

dissenting members gathered enough signatures to call a special membership meeting in which the number of attendees was larger than the regular one where the decision to eliminate several gangs had been made.<sup>86</sup> Opposing members successfully argued that reducing the number of gangs would inevitably result in a speed-up system imposed on the remaining gangs. The initial decision was revoked and the dispersed gangs were reinstated.

In August 1947 when the Taft-Hartley Act prohibited the closed shop, Local 10 decided to change the existing registration system that had given the “preference of employment” to union members.<sup>87</sup> Fully registered men thus had been synonymous with union men. In order to avoid any legal action against the policy, the union decided to remove the union membership requirement for longshoremen to get fully registered. This entailed what they should do regarding existing permit men who were non-union members. The membership decided to promote them to fully registered status. This resulted in adding about 800 more men to the full registration list.<sup>88</sup>

Unfortunately, due to the recruitment during the Second World War, there were already over 6,000 regular longshoremen, and adding 800 more men generated a circumstance in which there were too many men for each one to earn a sufficient income. Within a couple of months, the membership vigorously discussed once again whether the local should lay off some men, but members decided to keep everyone and create twenty

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<sup>86</sup> 200 signatures were needed to call a special membership meeting. Local 10 *Longshore Bulletin*, May 24, 1938.

<sup>87</sup> Fairley, p. 90.

<sup>88</sup> When the local had laid off 850 men in 1945, it had promised to reinstate them first if more men were needed. But by hiring the probationary men, the local bypassed the 1945 men and thus violated the seniority principle and broke its promise. A member raised this issue to the membership later on, but no correction was made. *The Dispatcher*; Local 10 *Longshore Bulletin*, November 13, 1947.

more gangs.<sup>89</sup> When the employers rejected the creation of twenty more gangs, union officers in early 1948 recommended deregistration of 500 men -- a proposal that the membership again turned down by an overwhelming majority at a well attended meeting. The *Longshore Bulletin*'s following report showed that rank and file workers opposed the resolution based on the equalitarian and logical conclusion that laying off five hundred men would result in improving only a small improvement in the earnings of the remaining workers, while deeply hurting the laid-off men:

Both old timers and new members alike spoke in the same vein. "Laying off men means trying to solve our problems by longer hours and it's not the union way," said one Brother, "only the NAM and the big employers want longer hours and the elimination of the 40-hour week." . . . One Brother explained how trivial the monetary gains for each member would be by laying off 500 members; only approximately 3 hours per week, while causing a terrific hardship to those who were laid off and at the same time weakening our ranks for the battles ahead. "By equalizing the work opportunity for all members and by eliminating the speedup everyone will benefit," said another speaker, "we should fight for a shorter work shift with a corresponding increase in pay."<sup>90</sup>

The arguments made by rank-and-file workers could be interpreted to mean that they were willing to share suffering, but they rather suggested that if they slowed down their work pace or if each gang worked shorter hours but earned higher hourly wages, then they would create enough jobs and sufficient earnings for all. Then, no one would have to suffer.<sup>91</sup> The discussion demonstrated that the new democratic institutions and jobsite

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<sup>89</sup> Local 10 *Longshore Bulletin*, October 20, 1947.

<sup>90</sup> Local 10 *Longshore Bulletin*, January 16, 1948. When the problem of a gang boss or a walking boss picking up a casual at a nearby "café" was again raised, the membership decided that if more hands were needed, they should be recruited among the members of ILWU sister locals.

<sup>91</sup> The idea of creating more jobs for a larger number of workers by shortening work hours had existed much earlier. For example, Local 10 had introduced a six-hour day resolution at the 1941 ILWU convention, which urged that the union should make an effort to establish a six-hour day work in all industry in order to reduce the unemployment problem in the country. Proceedings of Fourth Annual Convention of the ILWU, April 7-14, 1941, p. 236, ILWU Library, San Francisco, California.



practices that rank-and-file workers had created since the 1934 strike enabled them to come up with more democratic solutions to the persisting problems arising in a capitalist system. This spirit of rank-and-file longshoremen was also shown in early 1950 when workloads dwindled and each man worked only about 25 hours per week. The union formed a three-man committee to study the problem and recommended that the local had to deregister 40 gangs. After a lengthy discussion, the membership overwhelmingly rejected the idea again on a standing vote.<sup>92</sup>

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<sup>92</sup> As it turned out, the Korean War broke out soon afterward, which created a demand for more workers on the San Francisco waterfront.

## **Chapter 2**

### **“You were kind of a nonperson to them”: Black Longshoremen and Racial Relations in ILWU Local 10, 1934-1958**

By the early 1940s, West Coast longshoremen had established an extraordinary level of worker control over hiring and work processes. They had created a strong sense of working class solidarity, resulting in a distinctive workplace democracy. Nevertheless, debates over registration and deregistration processes revealed anxieties about not being able to create enough earnings or enough jobs for all workers. An examination of the history of black longshoremen and their positions within the ILWU and Local 10, as well as in the larger social environment of the time period, adds another complex layer to the meanings of democracy and worker solidarity-- a theme that this chapter explores.

Although black longshoremen worked in San Francisco before the Second World War, their numbers remained small until 1943 when the wartime demand for increased labor opened up job opportunities for a larger number of black men. Most of these blacks came from the Southern states and encountered a labor union for the first time, but some of them had experienced a different kind of unionism on the Gulf Coast waterfront. The ILWU's adoption of a non-discrimination clause and a job-rotation policy made many black workers feel a sense of democratic engagement and empowerment, especially when considering the levels of overt racism and racial discrimination that existed in the job market, in the larger society, and in many other labor unions during the 1940s and 1950s.

Yet the newly hired men had to take more dangerous, difficult, and dirty jobs due to the war economy and because they entered the industry as permit men. In addition, the

union increasingly became a disciplinary body accommodating the war effort in order to meet the demand for greater war production and suppressed many of the informal jobsite work rules established in the late 1930s. Newly hired black men also experienced racial tensions at various levels. A study of the experiences of the WWII generation of black longshoremen -- how they felt about racial relations and how they negotiated their way -- is valuable in itself. It is also crucial to understanding why and how a large number of young black men entered the local in 1959 when a new hiring opportunity arose.

### 1. Black Workers in the 1930s and during the Second World War

According to historian Bruce Nelson, Pacific Coast longshore unions had traditionally excluded blacks, unlike the East Coast where black workers had a “secure” but “subordinate” place within the union.<sup>1</sup> Indeed, in 1930, just 1 percent of longshore workers in California were black.<sup>2</sup> Nelson claims that by the eve of the 1934 strike, about fifty blacks had been hired at San Francisco Bay ports, most of whom had been brought in by the Luckenbach Steamship Company as strike breakers during the late 1910s. Among them

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<sup>1</sup> Bruce Nelson, Workers on the Waterfront: Seamen, Longshoremen, and Unionism in the 1930s (Urbana: University of Illinois Press, 1988), p. 133.

<sup>2</sup> The ILWU never recorded demographic information on its membership or that of longshoremen working under its jurisdiction. However, Liz Thornton, who was a student at the University of California at Davis and an intern for the ILWU library, conducted research on the topic in the late 1990s under Gene Vrana, ILWU Director of Educational Services & Librarian, by examining some materials that revealed ethnic and racial components of the union, such as PMA records and correspondences. The PMA had to meet the federally mandated reporting requirements of the Equal Employment Opportunity Commission. It left some records, according to Thornton, which helped the ILWU produce an educational pamphlet in 2002 for its membership entitled “Diversity: Race, Gender, Ethnicity” by the ILWU LEAD Institute that included Liz Thornton’s research. See Thornton, “Notes on the Composition of the ILWU Membership According to Race, Gender, Ethnicity 1934-1998,” in “Diversity: Race, Gender, Ethnicity,” published by ILWU LEAD Institute, 2002, ILWU library.

only a handful was union members.<sup>3</sup> Nevertheless, they became involved in the 1934 strike and joined the union during its formation. Nelson provides an account from his interview with Henry Schmidt, one of the main organizers of the 1934 strike, about how that happened:

Schmidt had gone down to the Luckenbach where most of the regular black longshoremen were employed; along with a black union member he had called on them to join the strike. “On the same afternoon or the next day,” he remembered, “these Negro brothers came to the then union headquarters at 113 Steuart Street. I can still see them coming up the stairs and entering the premises.... Somebody raised the question, ‘Why didn’t you come earlier to join up?’” And they replied, “We didn’t know that you wanted us.”<sup>4</sup>

Harry Bridges also stated the story as follows:

In 1934, I recall, I went directly to them [black workers]. I said, “Our union means a new deal for Negroes. Stick with us and we’ll stand for your inclusion in industry.” Almost without exception, they stuck with us. They helped us.<sup>5</sup>

The accounts from Schmidt and Bridges seem to validate historian Earl Lewis’s claim that black workers were always interested in advancing their labor rights and empowering themselves in the workplace, but they took part in union activities only when white workers and unions treated them as equal workers.<sup>6</sup> The black longshoremen’s responses demonstrate that they had not joined the union not because they were uninterested in union activities, but because they had felt that they were not wanted.

Nelson claims that white workers’ reaching out to black workers during the strike was an “important breakthrough” that “set the tone for the future of race relations on the San

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<sup>3</sup> Nelson, Workers on the Waterfront, p. 133. Thornton’s report indicated that about 3 percent of Bay Area longshore workers were black in 1930. See Thornton, p. 4.

<sup>4</sup> Nelson, Workers on the Waterfront, p. 134.

<sup>5</sup> Harry Bridges, *The Dispatcher*, December 18, 1942, p. 7.

<sup>6</sup> Earl Lewis, In their Own Interest: Race, Class and Power in Twentieth-Century Norfolk, Virginia (Berkeley: University of California Press, 1993).

Francisco docks.”<sup>7</sup> Not only did blacks participate in the strike, but during the late 1930s some of them most likely played a vital role in the process of breaking the union away from the ILA and building the ILWU. Manuel Nereu, who had emigrated from the Cape Verde Islands in 1919, was one of the few black longshoremen in San Francisco.<sup>8</sup> His son Frank Nereu recalled that his father had been arrested and charged with “having a concealed weapon” during the 1934 strike.<sup>9</sup> Wiley Nisby came to the Bay Area from Louisiana sometime between 1935 and 1939, and thus he could not have participated in the strike. But his son Thomas Nisby remembered that his father had “helped Bridges organize the union [ILWU]” and remained as a staunch “union man” until he retired.<sup>10</sup> Recollections by black longshoremen suggest, but do not prove, that Wiley Nisby might also have been at some point a supporter or a member of the Communist Party.<sup>11</sup> Wiley’s elder brother Charles

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<sup>7</sup> Nelson, *Workers on the Waterfront*, p. 134.

<sup>8</sup> The 1930 U.S. census indicates that Manuel Nereu’s father-in-law, Frank Nobre, who was born in Portugal, was also listed as a black longshoreman, but his name did not appear on the roster between 1935 and 1940, and thus he might have been working as a casual. Manuel Nereu appeared on the roster with his registration number 1313. Ancestry.com. 1930 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002. Original data: United States of America, Bureau of the Census. Fifteenth Census of the United States, 1930. Washington, D.C.: National Archives and Records Administration, 1930. T626, 2,667 roll; “List of Registered Longshoremen, San Francisco,” 1935, 1936, and 1940, Local 10 Membership List Files, ILWU Library, San Francisco.

<sup>9</sup> According to Frank Nereu, Manuel Nereu began to work at Local 10 in 1927. See Frank Nereu, Interview, Reel #32, January 14, 1980, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623C, Bancroft Library, San Francisco, California.

<sup>10</sup> Thomas Nisby, Interview Transcript, July 20, 1977, LJDC Files, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169C, Box 1, Folder 10, Bancroft Library. Wiley Nisby was born in 1910 in Louisiana and the 1940 Census indicates that he earned about \$1,100 during 1939 as a longshoreman after working 36 weeks. His name was misspelled as “Nesby” on the 1940 longshoremen roster as a permit man. See “List of Registered Longshoremen,” October 15, 1940, ILWU Library. In the 1940 Census data, his name was spelled as “Nisley.” See 1940 Census, San Francisco, California; Roll: T627\_299; Page: 6B; Enumeration District: 38-5, Ancestry.com. 1940 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2012. [See: San Francisco, California, City Directory, 1948. Ancestry.com. U.S. City Directories, 1821-1989 [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2011.]

<sup>11</sup> Willie Hurst, Interview Transcript, p. 10, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 6, Bancroft Library, Berkeley, California.

Nisby also came to San Francisco about the same time and became a longshoreman, but little information can be found about him.<sup>12</sup>

Bill Chester, who in 1969 became the first black vice president of the ILWU, got a longshore job in 1938. His initial intention was to get a job through the Marine Cooks and Stewards Union, but while looking for employment, he encountered the Local 10 hiring hall where he subsequently was hired. On the eve of the war, there were about seventy five blacks in the local and most of them were not very active in the union.<sup>13</sup> It was estimated that in 1940 blacks constituted approximately about 2 percent of the ILWU Bay Area local members – a percentage probably including all blacks in the longshoremen's, ship scalers', and warehousemen's locals.<sup>14</sup>

The nation's involvement in the Second World War dramatically changed the ratio of blacks in Local 10. Due to the war's high demand for a labor force, especially in the shipbuilding industry in the Bay Area, labor recruiters, who were mostly hired by industrialists, transported a large number of blacks from southern states, predominantly from the Gulf Coast states of Texas and Louisiana. Between 1942 and 1945, more than 50,000

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<sup>12</sup> "United States Census, 1940," database with images, *FamilySearch* (<https://familysearch.org/ark:/61903/1:1:K9HW-9JR> : accessed 25 October 2015), Charles Nisby, Assembly District 20, San Francisco, San Francisco City, San Francisco, California, United States; citing enumeration district (ED) 38-10, sheet 83B, family , NARA digital publication T627 (Washington, D.C.: National Archives and Records Administration, 2012), roll 299. Charles and Wiley Nisby's names appear in one of the membership lists compiled in the 1940s. Their registration numbers indicate that Charles, whose number was 1953, must have gotten a job first and Wiley, whose number was 2156, followed soon after. Local 10 Membership Rosters File, ILWU Library, San Francisco, California.

<sup>13</sup> Bill Chester, *Solidarity Stories*, ed. Harvey Schwartz, (Seattle: University of Washington Press, 2009), pp. 38-39; Chester's name did not appear on the 1940 Local 10 Roster. He might have been hired a little later than 1938 or perhaps began working as a casual in 1938 and then became the member in the early 1940s. "List of Registered Longshoremen," October 15, 1940, Local 10 Membership Lists Files, ILWU Library; The total number of longshoremen working in the local during the summer of 1938 was a little over 5,000, which included 3,700 union members, 500 permit men, and 1,000 casuals and thus seventy five black men constitutes 1-2 percent. See ILWU Local 10 *Longshore Bulletin*, August 1, 1938, Vol. [ILWU Local 10 *Longshore Bulletin* 1938-1941], ILWU Library, San Francisco.

<sup>14</sup> Thornton, p. 4.

blacks moved to the East Bay. Between 1940 and 1945, the black population in San Francisco soared about 650 percent, although the raw numbers and the percentage of the city's black population were still low.<sup>15</sup> By mid-1943, migrant blacks constituted about 60 to 70 percent of the black population of the city. Due to the sudden increase of the black population, a couple of local institutions hired Charles S. Johnson, a black sociology professor from Fisk University, to conduct a city survey on blacks and race relations. Johnson published in 1944 the result of the survey and his analyses in his The Negro War Worker in San Francisco. According to his study, the shipbuilding industry had hired over 10,000 blacks between September 1942 and May 1943.<sup>16</sup> Historian Douglas Henry Daniels states that Henry Kaiser brought to his shipyards blacks from all over the South in "one to three train loads every day for six months."<sup>17</sup> Next to the shipbuilding industry, government jobs were opened to blacks: The number the total workforce in this category increased enormously from 6,259 in September 1942 to 30,160 in May 1943 and the number of black workers rose from 156 to 2,684, in the respective years.

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<sup>15</sup> Lawrence P. Crouchett, Lonnie G. Bunch III, & Martha Kendall Winnacker, Visions toward Tomorrow: The History of the East Bay Afro-American Community 1852-1977 (Oakland, California: Northern California Center for Afro-American History & Life, 1989), pp. 45-46; and Paul T. Miller, The Post War Struggle for Civil Rights: African Americans in San Francisco, 1945-1975 (New York: Routledge, 2010), pp. 2-3. Charles S. Johnson's study reveals that the population of the San Francisco Bay Area increased about 375,606 persons between 1940-1943. See Charles Johnson, The Negro War Worker in San Francisco, p. 1. Fred Stripp points out that although many blacks moved into California during the war, the absolute number was still low. He mentions, "even in 1949 Philadelphia had three times as many Negro-Americans as the entire State of California" [Fred Stripp, "The Treatment of Negro-American Workers by the AFL and the CIO in the San Francisco Bay Area," *Social Forces*, Vol. 28, No. 3 (Mar., 1950) p. 330].

<sup>16</sup> Paul Miller stated that "70 percent of African Americans who migrated to the Bay Area during the war" worked in the shipyards. But according to Johnson, 73 percent of in-migrant blacks working in 171 major industries in San Francisco that he surveyed, rather than among those who migrated in the Bay, worked in the shipyards. The total number of black workers in these industries was 13,702, among which 10,142 blacks were hired in shipyards. [in September, 1942, there were 208,748 shipyard workers, among which 4,222 were black. By May 1943, the total number rose to 28,075 (71,327 gain), among which 14,364 were black.] See Miller, p. 21; Johnson, p. 63.

<sup>17</sup> Douglas Henry Daniels, Pioneer Urbanites: A Social & Cultural History of Black San Francisco (Berkeley: University of California Press, 1990), p. 155.

Even though the number of black workers in the shipyards and in government positions considerably rose, Johnson's study shows that employers in other industries still refused to hire blacks. For example, the third largest employment area was in the transportation and communication industries, which hired 24,598 workers in May 1943, but only 191 of them were black. Among 10,030 workers in automobile manufacturing, only 389 were black. Johnson thus claims that because black workers were predominantly concentrated in a couple of industries, their livelihood remained precarious, even during the economic boom period – a fact that made many of them feel insecure. Moreover, although some workplaces that did not hire blacks before the war opened up some job opportunities to black workers, most black workers in these industries were exclusively hired in unskilled positions, such as janitorial jobs.<sup>18</sup> In addition, by assigning blacks to the same shift or a certain space, some workplaces practiced de facto racial segregation. For instance, some employers assigned blacks on only the night shift and others hired them as primarily kitchen helpers.<sup>19</sup> Moreover, questionnaires and interviews with employers reveal that most of them expressed no commitment to continuing the employment of blacks after the war.<sup>20</sup>

Many employers who were against hiring black workers in skilled positions often claimed that blacks were “not endowed with the capacity to learn and perform skilled operations in industry.”<sup>21</sup> However, evidence contradicted this prejudicial claim: about 63 percent of black workers who migrated into San Francisco possessed a certain level of skills: 33 percent of them were categorized as skilled workers and another 30 percent was listed as semi-skilled workers. The presence of a high percentage of skilled blacks in the city was as

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<sup>18</sup> Johnson, pp. 63-66.

<sup>19</sup> Ibid, pp. 66-67.

<sup>20</sup> Ibid., p. 73.

<sup>21</sup> Ibid., p. 66.



a result of the shipbuilding industry's effort to recruit skilled workers, whereas some of them developed their skills as a result of training after they got the job – an additional aspect that demonstrated the falsity of the employers' racist assumptions. The existence of a large number of skilled blacks in the shipyards, however, did not play a significant role in increasing the employment of blacks in skilled jobs in other industries. Some employers justified their policies by stating that the shipyards got the "better type" of blacks who were few and thus remaining blacks were the "inferior types" and thus they should not be hired in order to "maintain the highest standards."<sup>22</sup> In addition, although blacks at the shipyard had a chance to use and develop their skills, a disproportionately large number of them were classified as "trainees or retained at the level of journeymen" and thus faced lack of opportunities for promotion.

Labor unions' discriminatory policies and white workers' attitudes gave another excuse to employers who wished to maintain bigoted practices. One employer interviewed stated that hiring blacks in higher job categories would "invite union trouble and reaction from white workers" and thus he was "forced to follow a policy of expediency."<sup>23</sup> The International Brotherhood of Boilermakers, for example, which represented workers in the shipyards where many Bay Area black workers were hired, forced black workers to pay union dues, but placed them in lower job categories, put them in auxiliary units, denied them membership privileges including voting rights and thus prevented them from participating in decision-making processes within the union. Walter Williams, who was born in Atlanta, Georgia, but who grew up in Los Angeles, got a job at a shipyard between 1941 and 1942 in

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<sup>22</sup> Ibid., p. 67.

<sup>23</sup> Ibid., p. 68.

San Pedro under the jurisdiction of the boilermakers' union. Although he worked in Los Angeles, his story represents what other black workers' experiences were like with the union:

I went to Cal Ship at San Pedro and learned how to weld.... We had trouble there because the AFL Boilermakers, who had jurisdiction, didn't want blacks in the union. They had a race restriction clause in their constitution, and they would not agree to let blacks become regular members. "If you want to work in the shipyards," they said, "you have to be a member of the auxiliary."<sup>24</sup>

The union's discriminatory policies, however, did not continue without black workers resistance. As legal historian Reuel Schiller presents in his discussion about the *James v. Marinship* case, many black workers at the Marinship shipyard in Sausalito refused to join the auxiliary unit of the International Brotherhood of Boilermakers Local 6. When the employer acquiesced to the union's request and fired those who were not the union's auxiliary members, black workers walked out of the job in protest, formed a group called the "Committee against Segregation and Discrimination," and filed a lawsuit against the union's policies on segregation and auxiliary.<sup>25</sup> Black workers in San Pedro also formed a committee and brought lawsuits against the union's policies. By the time when he worked at Cal Ship, Williams had had a lot of experiences with other unions and had been an organizer for the CIO Council for a year. Williams played a leading role in organizing black shipyard workers in this process.<sup>26</sup>

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<sup>24</sup> Schwartz, p. 82.

<sup>25</sup> The black workers won the case in 1944 and the union abolished auxiliaries in 1946 and admitted black workers as full members. Reuel Schiller, *Forging Rivals: Race, Class, Law, and the Collapse of Postwar Liberalism* (New York: Cambridge University Press, 2015), pp. 48-75.

<sup>26</sup> For Williams' testimony, see Schwartz, pp. 80-82; for more details of the court decisions, see Johnson, p. 72.

Considering policies like those of the boilermakers' union, not surprisingly, many blacks, especially AFL union members, had a negative attitude toward unions. Among the 278 black families in San Francisco, with whom Johnson conducted interviews, 65.5 percent of their household heads were affiliated with labor unions and most of them worked under AFL union jurisdiction. Although a considerable portion of them expressed that they did not favor belonging to their union, a larger percentage expressed that they had no opinion on union.<sup>27</sup> Cleophas Williams, who was born in Arkansas and attended the state's black land grant Agricultural, Mechanical, & Normal College at Pine Bluff, came in 1942 to California where he briefly worked as an electrician's helper at Moore's Shipyard in Oakland before enlisting in the army in the same year. To get the shipyard job, he had to check in with the International Brotherhood of Electrical Workers (IBEW). Unlike Walter Williams who grew up in Los Angeles and had union experiences before working at Cal Ship, it was the first time for Cleophas Williams to encounter a labor union. He mentioned his experience with the IBEW as follows:

There was discrimination, of course, but things were so much better than where I had come from that I appreciated the improvement. The money seemed astronomical at close to fifty dollars a week [he had made a dollar and a half a day as an assistant maintenance man in a hotel in Texarkana, Arkansas]. The IBEW took my dues money and gave me the right to work on a permit. But they didn't invite me to any union meetings, and I didn't go to any.<sup>28</sup>

In matter of fact, a visible portion of black family heads of households had favorable attitudes toward unions in general, and especially CIO union members showed positive attitudes toward their unions, although their total number was much smaller than AFL

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<sup>27</sup> Johnson, pp. 18-19.

<sup>28</sup> Cleophas Williams, Solidarity Stories, ed. Schwartz, p. 47.

members. By discussing the non-discrimination resolutions that the CIO passed at its 1943 convention, Johnson opines that the CIO attempted to integrate black workers into the union as equals and that the ILWU exemplified its spirit, along with the Marine Cooks and Stewards, the United Packing House and Allied Workers, the United Transport Workers, and the United Electrical Workers, although he also points out that the issue of promotion remained a problem in these unions.<sup>29</sup>

The number of black longshoremen in Local 10 also greatly increased during the war when San Francisco became one of the major ports embarking war supplies. According to the ILWU Local 10 *Bulletin*, right before the U.S. entry into the war in December 1941, Local 10 had about 4,300 members.<sup>30</sup> In March 1943, the *Bulletin* reported that its membership dropped down to 3,600 presumably because about 850 longshoremen from the local had enlisted in the U.S. military. But some white longshoremen might have left the waterfront for better and easier jobs in the defense industry or a ship yard where there was plenty of work. Although constituting a non-significant number, longshoremen of Japanese descent, like Karl Yoneda, had been forced to leave California in 1942 by an executive order from President Franklin D. Roosevelt.<sup>31</sup> The actual number of registered longshoremen at the Bay Area ports, however, increased to over 6,000 because Local 10 had accepted between 1941 and 1942 about 500 “visitor” longshoremen from San Pedro as well as a large

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<sup>29</sup> Johnson, pp. 69-70.

<sup>30</sup> It seems that most longshoremen at this time were regular members and only a few were permit men at this point. See ILWU Local 10 *Longshore Bulletin*, December 16, 1941.

<sup>31</sup> Karl Yoneda had been a labor organizer in many different places, geographically and industrywide, before he was registered as a Local 10 member in 1936. In 1942 he was placed in Manzanar War Relocation Center. He enlisted in the U.S. military during the war. After the war, he came back to Local 10 and worked as a longshoreman until he retired in 1973. See “Finding Aid for the Karl G. Yoneda Papers, 1892-1998,” Library Special Collections, Charles E. Young Research Library; and Local 10 *Longshore Bulletin*, 1973.

number of new probationary or permit men who were not counted as members.<sup>32</sup> According to the observation of a San Francisco warehouseman, permit men sometimes consisted of the 50 percent of longshoremen in an operation.<sup>33</sup>

No extant record shows how many black longshoremen were hired in 1942, but in December, *Local 10 Bulletin* emphasized for the first time the union's policy of nondiscrimination against blacks – an action that indicates that the presence of many black workers on the waterfront probably triggered tensions among longshoremen. The *Bulletin* stated that more than ever the union's policy of nondiscrimination against blacks was necessary because the union needed to use all the man power that it could get to “fulfill” the war effort on the home front. It explained why many black workers were available for jobs on the waterfront by pointing out the long tradition of exclusion of blacks in workplaces. By doing so, the *Bulletin* seemed to try to explain why Local 10 had many blacks. It also reminded the membership of blacks' important role in organizing the union.<sup>34</sup>

A 1943 January issue of the *Bulletin* published a “fictional conversation” between longshoremen, in which one of the men claimed that a Communist plot was afoot to “bring in all the colored boys so that they could take over the union.” In the same month, the *Bulletin* included an announcement specially to “Negro longshoremen” regarding an “all-colored Port Battalion of the army” was looking for experienced black longshoremen.<sup>35</sup>

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<sup>32</sup> The war affected ports differently. Los Angeles ports suffered from the decrease in work during this time because they had been the major ports dealing with exports to and imports from Japan. See *Local 10 Longshore Bulletin*, January 20, 1942; For the discussion about men who left the industry, see *Local 10 Longshore Bulletin*, Feb 13, 1948; Regarding the number of longshoremen, both members and permit men, see ILWU Local 10, “Active Book Members And Probationary Members from August 1941 Through March 1946,” ILWU Library, April 5, 1946.

<sup>33</sup> Proceedings of the Fifth Biennial Convention of the ILWU, June 4-10, 1943, p. 215, ILWU Library, San Francisco, California.

<sup>34</sup> *Local 10 Longshore Bulletin*, December 15, 1942.

<sup>35</sup> *Local 10 Longshore Bulletin*, January 5-12, 1943.

These were other markers giving some information about the impact of a larger number of blacks on the waterfront. Historian Albert Broussard claims that about 800 men or one-third of the ILWU San Francisco members were black in 1942.<sup>36</sup> It is unclear, however, how many of them were longshore local members, because the estimation most likely included black members in all ILWU locals in San Francisco, including the ship scalers and painters' local (ILWU Local 2) and the warehouse workers' local (Local 6), both of which seemed to have accepted many black workers. According to Johnson's study, about 1,800 blacks were working under the jurisdiction of ILWU Bay Area locals in May 1943.<sup>37</sup>

Despite the presence of a large number of permit men, Local 10 had not promoted most of them to fully-registered status until the spring of 1943. Some of them thus had been working as permit men for over a year. The reason why the local had not advanced them for a long time is unclear, but the difficulty the local had experienced during the prewar period when there had not been enough work for all members might have influenced the local's decision in granting membership to a large number of men.<sup>38</sup> The local's reluctance to accept more men as members must have created a lot of complaints from permit men and might have caused some men to quit. In March 1943, the local finally decided to promote 100 permit men per month to membership status.<sup>39</sup> Moreover, in the summer of that year, delegates to the ILWU biennial convention discussed what would be the proper length of probationary period for permit men. Some of the delegates, especially from Seattle, feared that granting membership positions to a large number of men would create a problem in the

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<sup>36</sup> Albert S. Broussard, Black San Francisco: the Struggle for Racial Equality in the West (Lawrence: University Press of Kansas), p. 155.

<sup>37</sup> Johnson, p. 69.

<sup>38</sup> For Local 10's discussion on the lack of available work in the late 1930s, see Chapter 1, above.

<sup>39</sup> The local anticipated the membership to rise to about 4,600 by mid-1944. Local 10 *Longshore Bulletin*, March 23, 1943.

future when the war was over. But a majority of the delegates argued that keeping a large number of men in a second class position for a long period would violate the union's principles and decided that within six months of the probationary period, locals should consider permit men's membership initiation. Although this resolution did not grant permit men the right to be promoted by the end of their sixth month of working, it gave them a chance to be reviewed to be advanced. They also decided to give voice to permit men, although they still limited permit men's voting rights. In addition, the number of permit men was included in calculating the international's per capita tax, meaning that permit men were expected to pay a certain amount of membership dues.<sup>40</sup>

Local 10 recruited thousands of more permit men in 1943 and 1944. Between April and September of 1944, the number of total registered men in Local 10 increased to an average of 7,250.<sup>41</sup> The local promoted 100 permit men per month to fully-registered status since the spring of 1943 and thus by mid-1944, Local 10 membership must have reached over 5,000.<sup>42</sup> Many of the permit men were blacks and some hundreds of previous black permit men had been accepted to the membership. According to Thornton's research, 26

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<sup>40</sup> ILWU officers, including Harry Bridges and Secretary Pro Tem Louis Goldblatt, spoke in favor of the resolution. They argued that the union should reduce reasons for workers to quit – an action that might disrupt the war effort. Nevertheless, some delegates pointed out that giving voice but not voting rights to permit men would not change the conditions much. Proceedings of the Fifth Biennial Convention of the ILWU, pp. 199-218.

<sup>41</sup> In 1943, Local 10 issued several special issues of *Longshore Bulletin* for only probationary workers in order to explain work rules. This indicates the existence of a larger number of permit men, as well as the union's concern about how to educate and discipline new men. For the number of registered men, see Edgar E. Reite (Secretary-Treasurer), "Active Book Members and Probationary Members from August 1941 through March 1946," April 6, 1946, ILWU Library, San Francisco; *The Dispatcher*, June 21, 1945, p. 1.

<sup>42</sup> Local 10 typically reported the number of membership in the *Longshore Bulletin*, but did not do so in 1944, 1945, and 1946, although it reported the total number of registered men, which became more important to the International because of calculating the per capita tax. For that reason, the number of fully-registered men in 1944 is projected here based on the local's decision to promote 100 men per month.

percent of the total ILWU members were black in 1943.<sup>43</sup> It can be assumed that Local 10 had a higher percentage of blacks than that of total ILWU membership and thus over 2,000 black longshoremen, including permit men, were working on the waterfront between 1943 and 1944 (see Figure 2.1, below).

It is difficult to pinpoint the reason why ILWU Local 10 gave jobs to a large number of black men and it is also challenging to know what other ethnic minorities were hired in the local. Ruben Negrete, who was of Mexican descent and who began to work on the Los Angeles waterfront in 1944, stated:

At that time, they wanted anybody. Most of the boys – what you call the Anglos – who had been working as longshoremen took off for jobs at the shipyards or went to sea. Before my time, prior to '41, I think there was 10 percent of the local that was Mexican. During the war, they were begging the Mexican people to come in.<sup>44</sup>

Although Negrete's account was about Los Angeles Local 13, it gives an insight to what might have transpired in San Francisco Local 10. For many white men, there were more attractive job opportunities than longshoring during the war and thus more spaces and job opportunities opened up for ethnic minority men on the waterfront. Moreover, an enormously increased demand for longshoremen in San Francisco must have created a condition in which any man who had applied for the job, regardless of their race or ethnicity, could have been hired. How many Latino workers were in Local 10 is unclear. Although a large number of Americans of Asian descent lived in San Francisco, their occupations were concentrated in other industries, such as farming, canneries, laundries, and restaurants due to

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<sup>43</sup> Thornton, p. 4.

<sup>44</sup> Ruben Negrete, *Solidarity Stories*, ed. Schwartz, p. 78.



the long history of exclusion and discrimination against them in the larger society.<sup>45</sup> Moreover, Americans of Japanese descent had been removed from the area.<sup>46</sup> These circumstances must have created more job opportunities for black men on the waterfront. In addition, the existing black longshoremen might have been the conduit for the influx of black men into the local by advocating and publicizing the waterfront job in their black communities.<sup>47</sup>

In the larger urban setting of the era, the majority of black men were employed in low-paying non-skilled jobs. Virtually all black workers were discriminated against in promotions in their workplaces. Many unions excluded them from full membership, such as in the case of the Boilermakers Union that collected dues money from black workers in the shipyards but placed them in auxiliary units, with no membership privileges. For these reasons, many black longshoremen most likely felt extremely fortunate to get jobs on the waterfront and to be accepted as union members after a probationary period. Being a member of ILWU Local 10 meant more than being merely a member of a union. For a black man, it gave him the same opportunity to work as well as the same voting rights on

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<sup>45</sup> Karl Yoneda, "A Brief History of U.S. Asian Labor," (New York: Communist Party Political Affairs Reprints, 1976)

<sup>46</sup> Claire Kim and other scholars of comparative studies of race and ethnicity have emphasized the importance of studying one ethnic group in its relations with other ethnic groups. They have done so based on the idea that racial power, which is defined as an economic, political, and cultural system in which whites enjoy greater benefits and suffer lesser pains, produces, shapes, and manages conflicts between minority ethnic groups by offering different opportunities and constraints to different ethnic groups. See Claire Kim, Bitter Fruit (New Haven: Yale University Press, 2003); and Laura Pulido, Black, Brown, Yellow, and the Left (Berkeley: University of California Press, 2006).

<sup>47</sup> How the small number of black men organized themselves into a black caucus and advocated racial equality within and outside the local is discussed later in this chapter.

union matters as a white man – equality, freedom, and rights that many transplanted black men had rarely, if ever, experienced in the South.<sup>48</sup>

Willie Jenkins, Sr., who began working on the waterfront in the Bay Area in 1943, was born in Louisiana in 1903. At age 17, he toiled at a saw mill in St. Mary Parish, but he worked in Texas during most of the 1920s and 1930s. The 1940 federal census records show his occupation as “ship repairing” in Galveston, Texas, and he had experiences with the International Longshoremen’s Association (ILA) working as a longshoreman or working under the union’s jurisdiction at the shipyard. He mentioned years later that he had paid dues to the ILA, but there had been no “real protection.” Within a year of working at the San Francisco Bay ports, he was promoted to be a member of Local 10 and he stayed in the job until he retired in 1968. He stated that the ILWU was the only union that meant something to him.<sup>49</sup>

Jenkins, Sr. had come to California alone, leaving his wife Elnora and his son Willie, Jr. and his daughter Eda Mae in St. Mary, Louisiana, but they quickly re-joined him. Just like Jenkins, Sr.’s case, thousands of black men who migrated into the Bay Area were married and had children and a majority of them arrived as a family unit or their wives and

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<sup>48</sup> William P. Jones in his study of black lumber workers in the South discusses how labor unions empowered black men when it enfranchised black men on union matters when most of them were disenfranchised in the larger political setting. See William P. Jones, The Tribe of Black Ulysses, (Urbana: University of Illinois Press, 2005).

<sup>49</sup> Willie Jenkins, Sr. Interview, Reel # 20, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, University of California, Berkeley; Ancestry.com. *1920 United States Federal Census* [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2010. Original data: Fourteenth Census of the United States, 1920. (NARA microfilm publication T625, 2076 rolls). Records of the Bureau of the Census, Record Group 29. National Archives, Washington, D.C.; Ancestry.com. *1930 United States Federal Census* [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002. Original data: United States of America, Bureau of the Census. *Fifteenth Census of the United States, 1930*. Washington, D.C.: National Archives and Records Administration, 1930. T626, 2,667 rolls.; Ancestry.com. *1940 United States Federal Census* [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2012. Original data: United States of America, Bureau of the Census. *Sixteenth Census of the United States, 1940*. Washington, D.C.: National Archives and Records Administration, 1940. T627, 4,643 rolls.

children followed soon after.<sup>50</sup> Many black men came to the Bay Area in order not only to get away from overt racism and segregation in the South, but also to provide a better living for their families. In his discussion of “race and manhood,” historian Steve Estes points out that migration to the North for African American men was “a new path to manhood.” There were multiple ways to understand what constituted the sense of manhood, and providing their family members with better living conditions by getting a good and stable job and taking “control of their own destinies” were among them.<sup>51</sup> The ILWU Local 10’s non-discrimination policies, its low-man-out system, and the work culture of a higher degree of worker control over their work process on the jobsite attracted many black men from the South.

Throughout the war period, the ILWU regularly proclaimed through its official weekly newspaper, *The Dispatcher*, the importance of nondiscrimination regardless of one’s race, ethnicity, political ideas, and religious creed. Housing proved to be one of the most difficult issues for black migrants in San Francisco Bay Area, and many black longshoremen faced that same problem of housing discrimination. Local 10 tried to help by providing some places for longshoremen to stay temporarily.<sup>52</sup>

Although the war opened employment opportunities in Local 10 to an unprecedentedly large number of black men, it is necessary to look beyond the mere presence of numbers in the workplace in order to understand racial relations. Just as

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<sup>50</sup> Johnson provides that 34 percent of the new comers were married and 51 percent of the families arrived in the Bay Area as a family unit. See Johnson, p. 80.

<sup>51</sup> Steve Estes, *I Am a Man!: Race, Manhood, and the Civil Rights Movement* (Chapel Hill, University of North Carolina Press, 2005), pp. 23 and 86.

<sup>52</sup> *The Dispatcher*; and Local 10 *Longshore Bulletin*. Charles S. Johnson’s study shows that the size of migrant black families was larger than that of native black families because of having more children in their households, but they usually lived in smaller residential places. Johnson, pp. 6-8.

sociologist Charles Johnson points out, promotion practices, segregation patterns, and the attitudes of white workers toward blacks, as well as black workers' working conditions, must be examined.<sup>53</sup>

While measuring or exactly describing wartime working conditions remains difficult, discussions and announcements in the *Bulletin* give some ideas about life on the waterfront. At one of the membership meetings in April 1943, the local president reported that over “5,000 men replaced themselves” in the previous month, leaving other men “to work thirty or more days or nights without the opportunity to get a day off.”<sup>54</sup> This meant that over half of the total longshoremen in the local either came back to the hiring hall after having been dispatched to get a replacement for a job that they did not want or did not show up to work and thus caused gang bosses to find replacements. Or it could have meant that an entire gang might have refused to work and subsequently was fired and replaced by another gang.

The newsletter did not discuss why so many men refused to work. Some of them might have simply taken some time-off because they had been overworking since the war. While it can be assumed that there was plenty of work, there also were plenty of bad, dangerous, or dirty jobs that many men wanted to avoid. Workers might have refused to perform certain jobs based on safety concerns. There also could have been work control issues: some of the orders that supervisors or military commanders gave the workers might have been disagreeable to them and thus they defied them.<sup>55</sup> Whether due to absenteeism,

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<sup>53</sup> Johnson, p. 61.

<sup>54</sup> Local 10 *Longshore Bulletin*, April 27, 1943.

<sup>55</sup> Asher Harer wrote about how his gang turned down work at a naval base when the Navy ordered the ship gang members to leave their lunchboxes out on the dock. The detail of the incident and its meaning are discussed in Chapter 1, above.

safety concerns, or work control issues, the fact that 5,000 men during one month refused to work demonstrated that many workers resisted the condition of having merely “plenty” jobs.

The situation also reveals that although they might have supported the union’s war effort to prioritize productivity in an abstract way, they did not hesitate to disrupt production in order to exert control over the job.<sup>56</sup> For union officers who mainly focused on creating more jobs and thus bringing more earnings to workers, the workers attitudes might seem to be contradictory. But their behavior was consistent, in many ways, with the phenomenon whereby many workers preferred working from plug-in boards to joining a permanent gang. It will be recalled that plug men position gave them more freedom to choose when to work, even though they would earn less than permanent gang members.<sup>57</sup>

Many new black workers, however, could not easily refuse to work or replace themselves. Newly hired longshoremen had to go through a probationary period as permit men who enjoyed less control over when and where they could work and what cargo they could load or unload. Moreover, wartime regulations and disciplines became stricter. Before the war, the Port Committee had prevented permit men from working more than certain hours. During the wartime, however, it required them to work at least 40 hours a week.<sup>58</sup> By recruiting thousands of permit men and requiring them to work for long hours, the employers and the union hoped to keep up with wartime productivity. This requirement

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<sup>56</sup> Like many other CIO unions, the ILWU took “no-strike” pledge and renewed it in 1945. Proceedings of Sixth Biennial Convention of ILWU, March 29-April 2, 1945, pp. 8 and 148-149. Martin Glaberman in his study about wildcat strikes in auto factories during the Second World War illustrates that the number of work-stoppages actually increased during the wartime even their unions enthusiastically signed no-strike pledge. This reveals that although workers might have abstractly supported the pledge, they nevertheless walked out of the job for various and concrete reasons on the shop floor, such as disciplinary measures, inadequate tools, and layoffs of co-workers. See Martin Glaberman, Wartime Strikes (Detroit: Bewick Editions, 1980).

<sup>57</sup> See Chapter 1, above.

<sup>58</sup> ILWU 10 *Longshore Bulletin*, December 29, 1942.

made it difficult for many new black workers to refuse undesirable jobs that no one else wanted to take.

Moreover, the number of men injured or killed during the war years on the job increased. Reports in the *Bulletin* after 1943 about the brothers lost as a result of accidents were frequent. As newly hired men, most black men were “hold men,” whose working conditions were the most dangerous and thus they had more chances to get injured. But their chance to get prompt medical treatment was lower than that of their white counterparts. In January 1943, the *Bulletin* reported that one black longshoreman who was injured and taken to a hospital “was forced to lie at the emergency Hospital for over 6 hours before being taken to a room” because private hospitals would not admit blacks to “open wards.”<sup>59</sup>

Permit men could leave the waterfront for a better job, but for many black men whose job opportunities were concentrated in a couple of industries and among several occupations in the larger social setting, leaving the waterfront was not as an easy option as it was for white men. In matter of fact, harsher working conditions must have caused many permit men to quit the industry. Or many might have been laid off as a result of disciplinary reprimands for their failure to meet requirements. For example, the *Bulletin* announced that 45 permit men were promoted to regular membership status at a February 1943 membership meeting, while 64 permit men had been “dropped” during the same month. Some of the latter, according to the *Bulletin*, might have been laid off by the union for not following directions on rules, but others abandoned their work after being dispatched because they did not like it and failed to show up the next day.<sup>60</sup> When considering that black men had to

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<sup>59</sup> ILWU 10 *Longshore Bulletin*, January 26, 1943.

<sup>60</sup> ILWU 10 *Longshore Bulletin*, March 2, 1943.

endure these harsh working conditions, it could be assumed that those who survived and became regular members had stronger feelings of pride and a sense of ownership in the union.

Between April and August 1945, when the war theater shifted to the Pacific, the nation became concerned with the postwar economy and how to keep up with the wartime level of full employment. Because the war effort was concentrated on defeating the Japanese, however, the San Francisco port could not keep up with the war's demand for labor. In May, Local 10 had 290 regular gangs, but the *Bulletin* announced that the hiring hall was still short of an average of 200 more gangs per day.<sup>61</sup> It urged longshoremen to "take the job without any argument" at the hiring hall window where they were dispatched, because dispatchers were overwhelmed with allocating tons of work and finding replacements. The *Bulletin* also reported problems of "shorthanded gangs," or gangs that were short of one or two men who had walked off the job. Requesting all shorthanded gangs not to leave the jobsite but do the job without the men who were missing, local officers advised the members:

The gang working shorthanded is not expected to keep up with the gang that is full and the individual members of the gang are only asked to work at their regular pace and take a blow when they need it. It means making a sacrifice but the better job we do and the sooner we finish this war, among other things, the quicker will be the return to the [water]front of 800 of our brothers who are now in the front lines and who are making some sacrifices of their own.<sup>62</sup>

Asking the dispatcher about the job description, such as what cargo they would deal with, how much each sack would weigh, and at which port the job would be performed, in

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<sup>61</sup> Each gang consisted of 16 members and thus about 4,600 men were in regular gangs – which did not include non-gang members, such as plug men, permit men, and casuals. Local 10 *Longshore Bulletin*, May 18, 1945

<sup>62</sup> *The Dispatcher*, April 20, 1945, p. 7.

order to decide whether they would take the job was part of the “freedom” that the West Coast longshoremen had enjoyed since the 1934 strike. How effective the union’s plea to sacrifice for the war is not easy to tell, but the frequent discussion of the matter in the newsletter signifies that many workers might still have argued over their job assignments at the dispatcher’s window and many shorthanded gangs might have continued walking off the job. In June 1945, the Grievance Committee “cracked down on the thirteen men” who refused jobs but failed to replace themselves. Two of them were deregistered and others got fined. The *Bulletin* reported that the disciplinary actions were necessary in order to keep “uninterrupted, efficient production to back the war effort” and to do so, the local needed to eliminate “unreliable workers.”<sup>63</sup>

The union suggested that the local should recruit about 3,500 more men to solve the shortage of hands. In addition, the local discussed shortening the probationary period for about 1,200 men under the category of permit men.<sup>64</sup> As the result of the new recruitments and promotions, the number of the combination of both regular and permit men rose to 9,474 in July and thus there were presumably almost 10,000 longshoremen including casuals. Although it is unclear how many of them were black, the rate of black employed workers increased by 33 percent in the local by 1945 and thus in that year, between 2,500 and 3,300 black longshoremen, including permit men and casuals, might have been working in Local 10 (see Figure 2.1 below).

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<sup>63</sup> *The Dispatcher*, June 1, 1945.

<sup>64</sup> It was recorded that the number of both regular and permit men in May 1945 was 7,761. Although a probationary member was eligible to be a member after six months, the *Longshore Bulletin* reported that the probationary members had been in that position for 14-15 months. Those who had been hired in early 1944 were still working as permit men. ILWU Local 10, “Active Book Members And Probationary Members from August 1941-1946,” April 6, 1946, ILWU Library; and *The Dispatcher*, June 1, 1945.



There had to have been a lot of concern among members about what would happen to the newly recruited men after the war. Local 10 president James Kearney tried to placate his members by arguing that repairing the war destruction would need manpower generally, meaning that he was optimistic about the future employment situation. But he also claimed that many people who had come to work on the waterfront would go back to where they came from and thus the workforce in the Bay Area would be naturally reduced. He stated:

Among the men coming from the southern states, it can be expected that 30 percent will return to their homes and families in the south when the war ends. Frankly, these men are unhappy and lonesome and are looking forward to the day when they can return to their families, friends, and home. They believe the higher wages of this area cannot compensate for that feeling of strangeness and homesickness that haunts the man who has grown deep roots in a particular locality and then finds himself uprooted.<sup>65</sup>

Although he did not explicitly state that “the men coming from the southern states” were blacks, it seemed that he was referring to black workers and his statement revealed that he considered or hoped to have blacks as merely “temporary” members for the duration of the war.

Whether Kearney made these claims in sincerity or made them up to obtain a short term goal for recruitment will never be known. Nevertheless, the result proved Kearney’s viewpoint to be either naïve or deceptive. The workload quickly subsided immediately after the war, and already by November, officers recommended laying off 850 men who had been hired since June 1945 -- a recommendation that members subsequently accepted at a membership meeting.<sup>66</sup> Two weeks later, members reconsidered the decision because some members had submitted a resolution to revoke it, although the decision survived this

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<sup>65</sup> *The Dispatcher*, June 15, 1945, p. 7.

<sup>66</sup> *The Dispatcher*, November 30, 1945, p. 7.

challenge.<sup>67</sup> Cleophas Williams stated that almost all who were laid off were black.<sup>68</sup> Moreover, there were over a total of 9,500 men working in San Francisco between July and August; however, only about 7,000 remained after the November deregistration of 850. This meant, between September and November, not only deregistered 850 men, but over 1,500 permit men also had to leave the industry. It can be assume that a lot of them were black. Bruce Nelson estimated that the local had about 2,000 blacks in 1946, which comprised 25 percent of Local 10 – a figure that seems to reflect the situation after the completion of the layoff.<sup>69</sup>

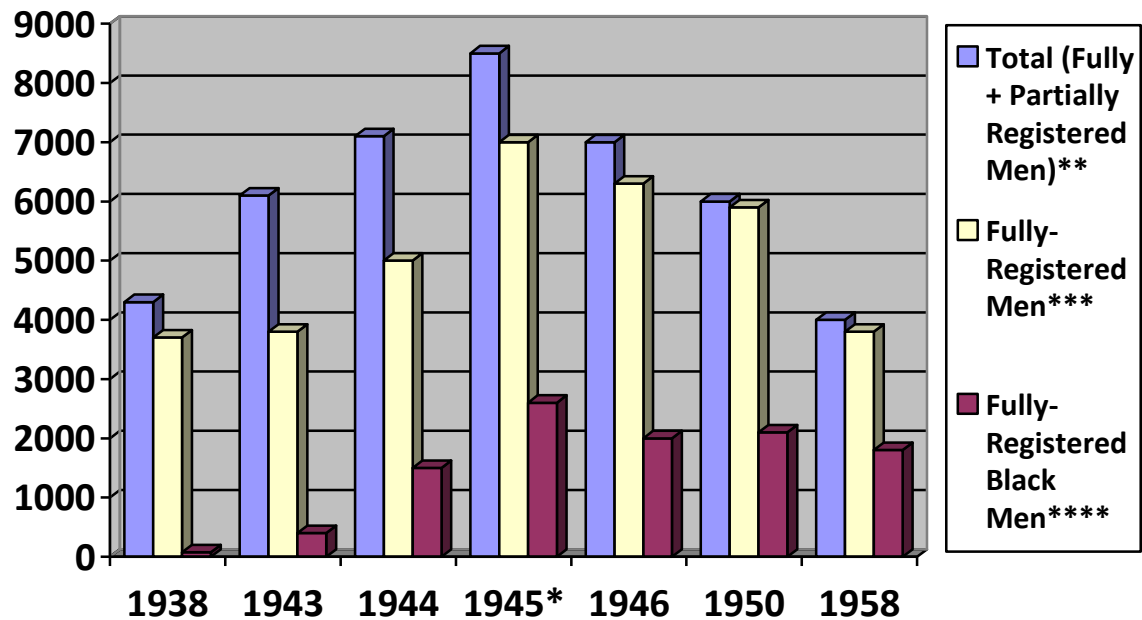


Figure 2.1: Total longshoremen and the number of blacks in ILWU Local 10 between 1938 and 1958

Sources: Local 10 *Longshore Bulletin*, 1938-1958; Wytze Gorter and George Herbert Hildebrand's *The Pacific Coast Maritime Shipping Industry, 1930-1948*, Volume I, (Berkeley: A Joint Publication of the Bureau of Business and Economic Research, and Southern section and the Institute of Industrial Relations, Southern

<sup>67</sup> *The Dispatcher* reported that the resolution was defeated by overwhelming vote at the meeting at which 90 percent of the membership attended. *The Dispatcher*, December 14, 1945, p. 7.

<sup>68</sup> Cleophas Williams, *Solidarity Stories*, ed. Schwartz, p. 48.

<sup>69</sup> Nelson, *Divided We Stand* (Princeton: Princeton University Press, 2001), p. 97. Thornton's research also provides the same figure for the percentage of blacks in 1946. See Thornton, p. 4.

Division of University of California, 1952), Table 14, p. 106; Local 10 Secretary-Treasurer Edgar E. Reite, "Active Book Members and Probationary Members from August 1941 through March 1946," April 6, 1946 and "ILWU Inter-office Correspondence," July 9, 1948, Local 10 Membership Lists Files, ILWU Library, San Francisco; ILWU Per Capita Standing of Locals records, 1943-1958, ILWU History, Membership Statistics File, ILWU Library; Liz Thornton, "Notes on the Composition of the ILWU Membership According to Race, Gender, Ethnicity 1934-1998," 1999, in "Diversity: Race, Gender, Ethnicity," published by ILWU LEAD Institute, 2002, ILWU library; Bruce Nelson, Divided We Stand, p. 97; and Al Broussard, Black San Francisco, p. 155.

\* The 1945 figures were volatile. The total number including permit men increased from 7,035 in January to 9,474 in July. After firing 850 men in November, the figure was reduced to 7027, according to Local 10 Secretary-Treasurer Edgar E. Reite's report. This graph takes the figure 8,500 from Gorter and Hildebrand's study because it is close to an average number.

\*\* The ILWU kept monthly records of the total number of workers in each local for per capita tax purposes, but the monthly numbers fluctuated and often were a little bit smaller than comparable local records. This discrepancy might have been caused by the fact that locals included members who did not pay dues for certain reasons, such as sickness and being on strike, while the international did not. Gorter and Hildebrand's study most likely showed annual averages that were neither exactly the same as local records nor the ILWU statistics. In this graph, the figures between 1938 and 1946 are based on local records and Gorter and Hildebrand's study, and the 1950s figures come from both local and ILWU statistics.

\*\*\* Local 10 frequently announced the number of its membership in *Longshore Bulletin*, which until 1947 were synonymous to those of fully registered men. However, the newsletter did not report the numbers between 1944 and 1946 probably because the numbers changed each month during the war. The figures in the graph were projected based on the 1947 number that absorbed 800 probationary men.

\*\*\*\* No official record can be found on the number of black longshoremen and thus these figures are estimated based on various secondary sources listed above.

## 2. The Complexity of Racial Relations in the ILWU and Local 10

Despite the deregistration of 850, mostly black, men, Local 10 and some other Bay Area locals still contained a large number of black members in comparison to other unions. The ship clerks' local in the Bay Area (Local 34) did not have many blacks or other racial minorities, but membership in the warehouse local (Local 6) and the scalers' local (Local 2) showed a diversity of many groups and a strong presence of blacks, some of whom were promoted to leadership and steward positions. The seriousness of Local 6 committing to non-discrimination was shown in a 1945 incident in which the union suspended five stewards from its Stockton unit who had stated at a membership meeting that "if the union were democratic, it would permit the advocacy of racial discrimination." The tension had been created because Japanese American former members who returned from concentration

camps had reclaimed their jobs. The stewards were charged with promoting “race hatred” and the trial committee of Local 6 subsequently dealt with the case and recommended the disciplinary measure.<sup>70</sup>

Nevertheless, Bay Area locals were an exception, rather than the norm, in regard to accepting black members. The ILWU had a non-discrimination clause in its constitution, had demanded a non-discrimination clause be placed into their contract with the PMA, and frequently discussed the non-discrimination issue in *The Dispatcher*. Yet, exclusion and discrimination prevailed in locals in other places with the exception of Hawaii locals that was formed in 1946 and consisted of multi-ethnic group of workers in diverse workplaces, such as waterfront and sugar and pineapple plantations.<sup>71</sup>

Anthropologist William W. Pilcher in his study of longshoremen at the Portland port documents the discriminatory hiring practices of Local 8 that prevented black men from being hired or promoted to tenured positions until the 1960s.<sup>72</sup> Local 13 in San Pedro also had a reputation as a “lily white” Union<sup>73</sup> Although the local gave jobs to about 400-500 blacks by 1945, which increased the ratio of blacks to 10 percent of the membership, the reduction of work load immediately after the war forced the local to fire about 500 longshoremen. Because the layoff was based on a seniority rule, a majority of those fired

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<sup>70</sup> The suspension was not accepted quietly by all members. When the disciplinary measure was announced, about 35 members walked off the job for three days in protest against the suspension. *The Dispatcher*, August 10, 1945; For more full story about the incident, see Harvey Schwartz, “A Union Combats Racism: The ILWU’s Japanese-American ‘Stockton Incident’ of 1945,” *Southern California Quarterly*, Vol. 62, No. 2 (summer 1980), pp. 161-177.

<sup>71</sup> For the history of the ILWU Hawaii local, see Gerald Horne, Fighting in Paradise: Labor Unions, Racism, and Communists in the Making of Modern Hawaii (University of Hawaii Press, 2011).

<sup>72</sup> Pilcher, The Portland Longshoremen: A Dispersed Urban Community (New York, Holt, Rinehart and Winston, 1972), pp. 70-71.

<sup>73</sup> Nelson, Divided We Stand, p. 100.

were black, just like the situation in Local 10.<sup>74</sup> When the San Pedro local needed more numbers of longshoremen in the late 1940s, the employers wanted to rehire the workers who had been fired after the war, but the local preferred hiring workers from other sources and resisted the reinstatement of black workers.<sup>75</sup>

Walter Williams, who was one of the men fired in 1946, remembered that from the beginning of his employment in 1943, the local showed its plan that it would not want to keep black workers for a longer period when it asked him to sign “a commitment to being terminated at the end of the war.”<sup>76</sup> Although there existed overt anti-black sentiment among white men, racism was also expressed in subtle ways, such as referring to the drum on the winch as the “n---r head,” as Williams recalled. When black workers organized themselves and raised their concern against the 1945 deregistration that affected almost 90 percent of the black longshoremen in the local, a local union officer called them “a special interest group,” as if black workers’ losing their jobs could not be a general concern for all members. While discussing the cause of white longshoremen’s anti-black attitude, Williams pointed out that white longshoremen considered blacks as “invaders” because most blacks had not been in the union when it had been first organized.

The San Pedro local had the reputation as the most militant one because in the wake of the 1934 strike its members established the strongest tradition of keeping work rules on

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<sup>74</sup> According to *The Dispatcher*, the membership of Local 13 in 1944 was about 3,500. Just like San Francisco ports, San Pedro ports became very busy between April and August in 1945, and must have recruited more workers. Thornton provides that about 10 percent of Local 13 workforce was black in 1945. This means, there were about 4,500-5,000 longshoremen in Local 13 in that year. *The Dispatcher*, June 21, 1945, p. 1; Thornton, p. 4.

<sup>75</sup> Nelson, “The ‘Lords of the Docks’ Reconsidered: Race Relations among West Coast Longshoremen, 1933-1961” in *Waterfront Workers: New Perspective on Race and Class* (Urbana Champaign: University of Illinois, 1998), pp. 171-176.

<sup>76</sup> Walter Williams, *Solidarity Stories*, ed. Schwartz, pp. 83-84.

the jobsites. The waterfront employers were especially annoyed by the local's strict practice of the principle that all cargo should touch the "skin of the dock." For example, any cargo arriving on a pallet board by a truck driver should not be directly loaded into a hold, but rather unloaded from the board to the dock first. Then, longshoremen would reload it on their own pallet board and hoisted the board into the hold. The same principle was applied to unloading cargo from a ship. This rule enabled longshoremen and teamsters to keep their jurisdictional boundaries as well as their jobs. From the employers' perspective, it created "unnecessary" jobs because the same procedures were duplicated. The employers thus referred to this practice as "double" or "multiple" handling. For workers, however, the practice generated working class solidarity, and thus by firmly adhering to this rule, San Pedro members earned the reputation of being the most militant.

However, as Williams pointed out, and as historian Bruce Nelson agrees, Local 13 members' class consciousness had been formed through white identity because there were no black members in the 1934 strike. Based on this limited notion of class solidarity, white longshoremen treated blacks as "others" and justified their exclusionary hiring policies and daily practices. The local often declared that the union was in the forefront of the progressive labor movement and it even denounced race hatred in its local *Bulletin*, but it simultaneously restrained black membership, marginalized black workers, and often blamed blacks for their "clannish" culture.<sup>77</sup>

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<sup>77</sup> Nelson, Divided We Stand, pp. 100-122.

Unlike Local 8 and Local 13, Local 10 retained a high percentage of black membership after the war (see Figure 2.1 above).<sup>78</sup> After letting 850 men go in November 1945, the membership did not further deregister any large number of members, but a slow decrease in the regular membership occurred due to natural death or retirement of members who were most likely disproportionately white.<sup>79</sup> The local absorbed over 800 probationary men into the regular membership in 1947 when the Taft-Hartley Act prohibited a closed shop practice. Most of them could have been blacks.

Scholars of the ILWU frequently point out that the San Francisco black community gave Harry Bridges much of the credit for the local's employment of a large number of blacks. Leaders of the black community praised Bridges as "a Godsend among men" because he advocated non-discrimination publicly.<sup>80</sup> Many blacks remembered part of one of Bridges' speeches which was repeatedly cited by many and recalled by Cleophas Williams in his interview:

He [Bridges] made one remark that took him off the fence completely and put him on the blacks' side. He said that if things reached a point where only two men were left on the waterfront, if he had anything say about it, one would be a black man. So that was very clear where he stood. No vacillating at all.<sup>81</sup>

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<sup>78</sup>Elizabeth Thornton states that blacks constituted 25 percent of Local 10's members in 1947. She does not provide the information about the black population in the local during the 1950s, but she states that 22-30 percent of the total ILWU membership in the early 1950s was black. The black population of Bay Area locals was usually higher than in the total ILWU membership, and thus it can be assumed that the percentage of black population in Local 10 was higher than 30 percent in these years. See Thornton, p. 4.

<sup>79</sup>In January 1946, there were 6,887 members (including probationary men), but in December 1949, the total membership was slightly dropped to 6,010. The Local 10 *Longshore Bulletin* reported that in December 1949, eight members were deceased and 188 members retired. In 1949 a survey of death certificates for longshoremen in the union office revealed that the average man on the waterfront had died at age of fifty-five. In 1950 one man per week seemed to pass away when the *Longshore Bulletin* announced the deceased members for the week. For the survey, see Local 10 *Longshore Bulletin*, July 1, 1949. For the membership of December 1949, see Local 10 *Longshore Bulletin*, January 20, 1950. For the announcements of the deceased members, see Local 10 *Longshore Bulletin*, 1950.

<sup>80</sup>Nelson, *Divided We Stand*, p. 97.

<sup>81</sup>Cleophas Williams, *Solidarity Stories*, ed. Schwartz, p. 48.

Bridges, who was elected as the union's president from its establishment until he retired in the 1970s, was the most public figure of the union. He served as the chief negotiator for each contract during his entire time as president, and thus when *The Dispatcher* denounced discrimination based on one's creed, religion, or race, and when the ILWU constitution and contracts had a non-discrimination clause, it is understandable that Bridges received credit for it. Nevertheless, Nelson makes an important point that should be considered:

Bridges' own commitment to racial equality must be seen in relation to other principles he embraced – especially seniority, local autonomy, and a belief in rank-and-file democracy. When the practical application of these principles clashed with the ideal of racial equality, the ILWU president was compelled to negotiate a course that, perhaps necessarily, compromised one principle while upholding another.<sup>82</sup>

For example, Bridges in the late 1940s was not responsible for keeping black members in the local. On the contrary, Bridges had been a strong opponent of the idea of “sharing starvation” and thus supported deregistering some members, although he knew that deregistration would affect disproportionately blacks because of their low seniority.<sup>83</sup> Rather, rank-and-file members created the condition in which the local's black members could continue to work on the waterfront by overwhelmingly voting down deregistration proposals from officers in the late 1940s and early 1950s.<sup>84</sup> In addition, while Bridges intervened in the registration process in Portland's Local 8 (although not until in 1961) because of its discriminatory racial policies, he refused to do so in San Pedro Local 13 when Walter Williams came to see him at the ILWU office in San Francisco to ask him to intervene.<sup>85</sup>

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<sup>82</sup> Nelson, *Divided We Stand*, p. 99.

<sup>83</sup> Ibid.

<sup>84</sup> For rank and file argument and their votes on the deregistration issue, see Chapter 1, above.

<sup>85</sup> Sydney Roger, who worked in the 1950s as a ship clerk in San Francisco and became the editor of *The Dispatcher*, recalled later that J. Paul St. Sure, President of the Pacific Maritime Association, threatened to sue



Bridges claimed that he would respect the local's autonomy. In other words, he would not intervene in Local 13's affair, even though the local maintained racist practices.<sup>86</sup>

In this sense, Nelson points out that Bridges' reputation as a "blacks' ally" was confined to only the San Francisco Bay area. Moreover, his position on racial issues stemmed from larger political calculations. Bridges needed the local support of Bay Area blacks who could wield power as a bloc due to their large number to overshadow his political opponents, such as James Kearney who was elected to the Local 10 presidential position many times, whereas San Pedro blacks were politically insignificant due to their small numbers. Moreover, because Local 13 had been a stronghold against Bridges' politics, Bridges would not have wanted to upset the local by siding with its black workers.<sup>87</sup>

The presence of a large number of black men in Local 10, however, does not mean that there were no racial tensions among longshoremen in the Bay Area. Cleophas Williams, who began working at the San Francisco port in 1944 after being discharged from the army, expressed the racial relationship on the waterfront as follows:

I didn't feel any hostility from the white longshoremen, although some were very indifferent. You were kind of a nonperson to them. They'd walk by and wouldn't speak to you.<sup>88</sup>

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the union if the Portland local continued to discriminate against blacks. St. Sure was concerned that the Portland local's act was in violation of a Fair Employment Practice Committee bill and could bring up a lawsuit against the PMA by black workers. This forced Bridges to intervene in the local's registration process. Sydney Roger, Interview Transcription, 1998, p. 604, "A Liberal Journalist on the Air and on the Waterfront: Labor and Political Issues, 1932-1990," Calisphere, University of California, [http://content.cdlib.org/view?docId=kt1000013q&chunk.id=d0e19147&brand=calisphere&doc.view=entire\\_text](http://content.cdlib.org/view?docId=kt1000013q&chunk.id=d0e19147&brand=calisphere&doc.view=entire_text), May 20, 2015.

<sup>86</sup> Williams did not reveal when the conversation happened, but it can be assume that it was in the 1960s. See Bruce Nelson, *Divided We Stand*, p. 126. For Bridges' intervention in Local 8, see Pilcher, pp. 60-62.

<sup>87</sup> Nelson, *Divided We Stand*, pp. 126-128.

<sup>88</sup> Cleophas Williams, *Solidarity Stories*, ed. Schwartz, p. 48.

White workers' "personal avoidance," which made black workers "invisible," was also discussed by Charles S. Johnson who points it out as the most common response in public and industrial behavior in dealing with the sudden increase of the black population.<sup>89</sup> He states that lack of communication between two racial societies not only created mutual fears and resentments but also reinforced distorted and stereotyped images about blacks.

Personal avoidance among longshoremen also meant that a white worker would rarely work with a black worker as a partner, let alone socialize with black workers outside work. Sydney Roger, who worked in the 1950s as a ship clerk in San Francisco, recalled that white and black longshoremen worked well and safely together in a gang, but he stated:

I am almost sure just by watching where they all went out for lunch and by watching their general relationships – I am sure they had few or no social contacts outside of the job. It's a two-way street.<sup>90</sup>

In addition, just like their San Pedro Local 13 counterparts, many white longshoremen in Local 10 used many racial epithets "quietly" and "covertly," in the ship clerk's expression, when indicating black members when they were not around.<sup>91</sup>

Black longshoremen, however, did not quietly accept the status quo. According to Bill Chester, in the 1940s black Local 10 members got together and discussed how to improve the situation as a group that he retrospectively likened to that of a black caucus. He mentioned that the task that the group prioritized the most in order to change racial relations was to prove to be good union men, as well as good workers:

It was really about five or six of us at the beginning. We would get together and talk about what should be done to eliminate visual discrimination. We felt that the number one job was that blacks had to prove that they were just as good if not better

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<sup>89</sup> Johnson, pp. 77-78.

<sup>90</sup> Sydney Roger, Interview Transcription, p. 579.

<sup>91</sup> Sydney Roger, Interview Transcription, p. 557.

union men than the whites. Their performance on the job and at the meetings had to be outstanding in going along with policies that were constructive and opposing policies that we felt were destructive.<sup>92</sup>

Black members organized various events to educate members and improve racial relations. For example, during “Negro History Week” in February 1951, they invited a speaker to speak at a membership meeting regarding how black people had contributed to the development of the nation.<sup>93</sup>

Sociologist Kimeldorf points out that a most vocal and political group of black members in Local 10 came from the Gulf Coast states.<sup>94</sup> Indeed, Cleophas Williams remembered that some of the most articulate black leaders had been from the Gulf Coast:

[T]he new black leaders articulated our vision and our hopes very well. Albert James from the Gulf and Johnny Walker from New Orleans were the most vocal. They brought their labor background here from their history with the ILA in the Gulf. They transferred their skills to the union combats here. James was so fluent he could take an idea and make it visible. Walker was very courageous, and Bill Chester, a new leader then, too, was very methodical.<sup>95</sup>

In the Gulf Coast, black longshoremen had a long history of organizing themselves due to their presence in large numbers. By the early 20<sup>th</sup> century in New Orleans, black longshoremen had established the practices of dividing the work on a fifty-fifty basis between blacks and whites and sending an equal number of representations from both black and whites to a negotiation table.<sup>96</sup> In the late 1920s and throughout the 1930s, Gulf Coast longshoremen had worked under the ILA jurisdiction that had chartered separate locals for

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<sup>92</sup> Bill Chester, *Solidarity Stories*, ed. Schwartz, p. 39.

<sup>93</sup> Local 10 *Longshore Bulletin*, February 9, 1951.

<sup>94</sup> Kimeldorf, pp. 144-45.

<sup>95</sup> Cleophas Williams, *Solidarity Stories*, ed. Schwartz, p. 48.

<sup>96</sup> Herbert R. Northrup, “The New Orleans Longshoremen,” *Political Science Quarterly*, Vol. 57, No. 4 (December, 1942), pp. 528-530.

blacks and whites. Kimeldorf claims that those who had belonged to dissident locals of the ILA, particularly around the ports of New Orleans and Houston, brought with them to San Francisco their experiences in fighting both the Jim Crow segregationist system and the “collaborationist politics” of ILA officials.

Black longshoremen, however, might have experienced their history with ILA in the South in many different ways. For example, Daniel Rosenberg’s study of New Orleans longshoremen suggests that despite making no effort to equalize work among longshoremen or fight racism, internally and externally, and not withstanding its undemocratic internal structure, the ILA unintentionally provided black longshoremen with a space to develop their own leadership skills and wield a certain level of work control due to the existence of separate locals. Each local had had its own hiring hall and established its own union leadership and both locals had divided workloads more or less equally. Two locals had organized joint meetings at which the chairmanship had been alternated between white and black presiding officers.<sup>97</sup>

Consequently, the relationship between their past experiences and the present choices in Local 10 in terms of union activities could not be explained in a predictable way. Some of the longshoremen from the Gulf ports might have had more leadership experiences and organizing skills than many of the white workers on the West Coast. Moreover, according to a white longshoreman who began to work in 1929 at the Corpus Christi port in Texas, and who tried to organize the Maritime Federation of the Gulf Coast, the ILA black longshoreman in the mid-1930s was “the aristocrat of black southern labor” and he was

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<sup>97</sup> Daniel Rosenberg, New Orleans Dockworkers: Race, Labor, and Unionism, 1892-1923 (New York: State University of New York Press, 1988).

“quite conscious of it.”<sup>98</sup> But in Local 10, there were very few chances for black men to be promoted to top leadership positions, at least not until the 1960s, and this aspect could have made them conscious about the limitations of the local and motivated to be more involved in union business.<sup>99</sup> Yet, it could be also true that many blacks from the Gulf Coast waterfront, especially those who had been marginalized by their own black local leaders and thus could not get enough work for themselves, might not have been happy with the ILA and thus greatly appreciated Local 10, as was the case with Willie Jenkins, Sr.<sup>100</sup>

On the other hand, some of the longshoremen from the South retreated from union activities in the ILWU for the same reason. Eathen Gums, Sr., who came to San Francisco from Texas sometime during 1942-1943, had worked as a young adult longshoreman in Houston.<sup>101</sup> According to Eathen Gums, Jr., his father had been active in an ILA local in Houston but did not get involved in Local 10 affairs as much as he previously had. He did not explain why, but he recalled that his father used to say that working on the waterfront was not as “pretty” as it looked from outside. The meaning was unclear, but the internal workings of union politics could have troubled him.

Nevertheless, it is difficult to know how many blacks had been longshoremen in the Gulf Coast ports and a majority of blacks had presumably worked in other industries. For example, Bill Chester grew up in Kansas City, Missouri, and had no longshore

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<sup>98</sup> Gilbert Mers, Working the Waterfront: The Ups and Downs of a Rebel Longshoreman (Austin, University of Texas Press, 1988), p. 148.

<sup>99</sup> Cleophas Williams was the first black president of the local, who was elected in 1967.

<sup>100</sup> Willie Jenkins, Sr., Interview, Reel # 20, September 6, 1977, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

<sup>101</sup> Houston, Texas, City Directory, 1930. Ancestry.com. U.S. City Directories, 1821-1989. [Data base online] Provo, UT, USA. Ancestry.com Operations Inc., 2011.; Eathen Gums, Jr., Interview, Reel #37, July 10, 1977, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

experience.<sup>102</sup> Timothy H. Carter, who came up to Oakland in 1943 and got a longshore job, came from a black neighborhood in Burkburnett, a small town just to the north of Wichita Falls, Texas. He previously had worked as a cook and a janitor. In 1939, he had worked “shoveling sand and gravel” on WPA road construction work. His son, Tim E. Carter, stated that his father was dedicated to the ILWU and believed that it was “the strongest union in the country.”<sup>103</sup> Moreover, there were a small number of black men who had been born outside the South. Charles Richardson was born in Illinois and lived in the Bay Area in the 1930s, working as a Pullman porter on passenger trains between Oakland and Chicago before he became a longshoreman in the 1940s.<sup>104</sup>

Although black members felt that many white men looked through them, Bill Chester stated that blacks found “a group of well-meaning ‘progressive whites’” who supported black caucus members’ efforts and endorsed their proposals at membership meetings. Besides, although being elected to top officer positions was difficult for black men, quite a few were elected to steward, executive board, and committee positions as well as promoted in some International positions later on. Chester was one of them and as he recalled:

The first leadership job I had within the union in San Francisco was a shop steward of the gang on the ship that I worked in. Then I was elected chairman of the local’s

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<sup>102</sup> Bill Chester, *Solidarity Stories*, ed. Schwartz, p. 38.

<sup>103</sup> Tim E. Carter, Interview, Reel #2, September 6, 1979, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California; Tim H. Carter, 1940 Census: Burkburnett, Wichita County, Texas ; Roll: T627\_4164 ; Page: 62B ; Enumeration District: 243-45. Source Information: Ancestry.com. 1940 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2012. .

<sup>104</sup> Louis Richardson, Interview, Reel 37, July 10, 1977, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California; 1940 Census, Oakland, Alameda, California; Roll: T627\_444; Page: 12A; Enumeration District: 61-113. Ancestry.com. 1940 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2012. Original data: United States of America, Bureau of the Census. Sixteenth Census of the United States, 1940. Washington, D.C.: National Archives and Records Administration, 1940. T627, 4,643 rolls.

investigating committee, which evaluates men for promotions to different job categories. It also investigates potential new members. I suppose that where I became more known was during the 1948 longshore strike, when I was elected chairman of the publicity committee. In those days, there was a white majority, but I got enough white support to get elected.<sup>105</sup>

In 1951, Bridges appointed Chester as the ILWU northern California regional director.

Chester was also involved in civil rights organizations and other community groups, such as the NAACP, and became very well known throughout black communities in the Bay Area. He was also appointed in 1951 West Coast regional director for the National Negro Labor Council. Not many black longshoremen were promoted within the union or were as renowned in black communities as Chester, but many of his generation were involved in community organizations: Many held NAACP membership as well as leadership positions in black churches. They often sponsored community affairs and made donations to them. They also organized actions to promote black employment in other industries, such as picketing workplaces where no blacks were hired.<sup>106</sup>

By the late 1950s, many older members had passed away or retired, while no more men had been added to fully registered status since 1948. They must have been disproportionately white men because most black men had been working on the San Francisco waterfront since the Second World War. This generated a condition in which blacks constituted over 40 percent of the local's 4,000 members in 1958. Black members also held various union officer and committeemen positions and were elected even to some key offices like business agent, although it would take one more decade to witness the

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<sup>105</sup> Bill Chester, Solidarity Stories, ed. Schwartz, p. 40.

<sup>106</sup> Bill Chester, Solidarity Stories, ed. Schwartz, pp. 43-45.

local's first black president.<sup>107</sup> Many black men, having been working on the waterfront for over a decade, occupied skilled positions on the deck or the dock. Because the average age of the membership was fifty years and there existed very few partially registered men, a lot of hold work that needed physical strength was done by casual men who were recruited from sister locals, such as warehousemen's and scaler's locals on a need basis.

In the spring of 1958, Local 10 announced that it would hire new younger longshoremen. Many sons, stepsons, or son-in-laws of union men applied for the job. Arthur "Jackie" Hughes, who was a young amateur boxer and who had just gotten married to Wiley Nisby's daughter, remembered how Nisby described the waterfront job: it was "a good job" for a family man.<sup>108</sup> By this time, the older black men knew that the ILWU had begun negotiating with the employers' association or the Pacific Maritime Association regarding automation. However, no one was certain what direction the negotiations would take and how they would ultimately affect the lives of longshoremen, on the job and off.

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<sup>107</sup> Cleophas Williams was elected to presidency in 1967.

<sup>108</sup> Arthur "Jackie" Hughes, Interview transcription, September 9, 1977, pp. 9-11, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 5.



## Chapter 3

**“What management wanted was to channel and confine the *off* time”:**

### **The Mechanization & Modernization Agreement and “B-men,” 1956-1960**

In the late 1950s, the Pacific Maritime Association (PMA) and the International Longshoremen’s and Warehousemen’s Union (ILWU) decided to create a new class of longshoremen or “Class B” men (B-men).<sup>1</sup> The first recruitment began in 1958 and ended the following year with over a thousand men having been hired. Although the union and the employers had been hiring casual workers, whose coastwise number reached about 10,000, to perform mostly physical hold work that fully registered men could not handle, they intended to have a group of longshoremen who were available at any time and who could take any jobs that were assigned to them. This chapter investigates the process of how and why the new category of men was created.

The creation of Class B status was motivated by the employers’ plan to introduce mechanization into the waterfront in a near future and made possible by the union’s agreement to go along with the plan. Understanding of how and why a large number of B-men were recruited in the late 1950s thus entails an examination of early attempts made by the waterfront employers to introduce labor-saving methods and how the union had responded to them. The negotiations between the ILWU and the PMA regarding

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<sup>1</sup> In the 1910s, the West Coast waterfront employers had port-wide associations and San Francisco employers called their group the “Waterfront Employers Association” that advocated an open shop policy. In 1937, coastwise group named the “Waterfront Employers Association of the Pacific Coast (WEA)” was formed in order to deal with the ILWU. After the 1948 strike, they reorganized themselves under a new name, the Pacific Maritime Association (PMA). Howard Kimeldorf, Reds or Rackets?: The Making of Radical and Conservative Unions on the Waterfront (Berkeley, University of California Press, 1988), pp. 60-65; Lincoln Fairley, Facing Mechanization: The West Coast Longshore Plan (Los Angeles: U of California, 1979), p. 31.

mechanization accelerated in the late-1950s, producing an interim agreement in 1959 and the final mechanization and modernization agreement in late 1960.

A discussion of the negotiations for mechanization in the 1950s and their result reveals that increasing economic productivity was not the only intention that the employers had in their minds. Re-establishing their authority and power on the jobsite that had been considerably reduced since 1934 was more fundamental to them. They thus focused on the immediate removal of formal and informal work rules that rank-and-file longshoremen had established and practiced, such as gear priority, sling-load limits, and the four-on and four-off pattern. These rules had functioned more than just to make the longshoremen's working conditions and work processes fairer and less exploitive. They also had given rank-and-file workers at the point of production the power to control their work processes, build broader worker solidarity, and keep job security.

This entails a question why the union's top officers, including Harry Bridges, cooperated with the employers' plan for automation and elimination of the work rules. The key answers lie in understanding how structural forces, such as the existing collective bargaining system and the bureaucratization of the ILWU during the 1950s, influenced the officers' decision.

#### 1. The Prelude to the "Mechanization and Modernization" (M & M) Agreement

By the mid-1950s, the specter of labor-saving methods devised by new technology was not new to the West Coast longshoremen. The introduction of "lift boards" and "lift trucks" in the late 1930s had alarmed the longshoremen, especially in Portland and Los Angeles, because using them could eliminate workers on the dock except for lift truck

operators.<sup>2</sup> Using machinery also disrupted the work rhythm of the gang that longshoremen had developed over the years by working together as partners and as a team.<sup>3</sup>

Longshoremen thus refused to use the lift boards on many occasions, creating disputes with employers. The ILWU did not contest the employers' right to introduce labor-saving devices without discussing them with the union because this prerogative was given to the employers by the 1934 Award. Instead, the union sought "something by way of a share in the benefits coming to the industry from technological advances and the adoption of new techniques" – a response that foreshadowed how the union would handle negotiations about mechanization and modernization in the late 1950s.<sup>4</sup>

During the negotiations for a new contract in 1940, the union won a provision by which it had the right to initiate a new negotiation on longshoremen's earnings in case of the introduction of new labor-saving methods. Nevertheless, the union never invoked the contract clause, even though during the early war period the San Francisco longshoremen complained about Matson Navigation Company's usage of lift boards when loading bags of cement.<sup>5</sup> During the Korean War, members again brought up the issue of the employers'

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<sup>2</sup> The introduction of labor-saving devices was also a great concern to longshoremen in small ports. At their first convention, longshoremen in Port Townsend, Washington, brought a resolution to discuss with delegates regarding the matter. The local membership consisted of only two gangs and a labor saving device would easily cut the membership in half. See ILWU, Proceedings of First Annual Convention, April 4-17, 1938, pp. 201-202.

<sup>3</sup> Sydney Roger used the term "choreography" to describe the longshoremen's movement as a team. See Sydney Roger, Interview Transcription, 1998, p. 566, "A Liberal Journalist On the Air and On the Waterfront: Labor and Political Issues, 1932-1990," Calisphere, University of California, [http://content.cdlib.org/view?docId=kt1000013q&chunk.id=d0e19147&brand=calisphere&doc.view=entire\\_text](http://content.cdlib.org/view?docId=kt1000013q&chunk.id=d0e19147&brand=calisphere&doc.view=entire_text), May 20, 2015.

<sup>4</sup> For the 1934 Award, see Marvel Keller, Decasualization of Longshore Work in San Francisco (Philadelphia, Pennsylvania: Works Progress Administration National Research Project, 1939), Appendix E, "National Longshoremen's Board: Arbitrator's Award," p. 127. Lincoln Fairley's study shows that eight arbitrations were held between 1938 and 1939 regarding using lift boards. See Fairley, p. 28.

<sup>5</sup> Local 10 *Longshore Bulletin*, June 24 and October 15, 1941.

using labor-saving methods.<sup>6</sup> Changing the size of packages from small sacks to “bulk” cargoes caused an increase in productivity as well as affecting the handling of packages by requiring automation. During the 1950s, longshoremen witnessed more and more bulk cargoes of several items, such as grain and sugar, and faced new methods, such as using magnets and cranes for loading pig iron.<sup>7</sup>

The union probably did not invoke the contractual clause because the introduction of labor-saving devices in this period did not bring about a reduction in the number of longshoremen as a whole and these devices were used for only certain kinds of cargo. For instance, the use of lift jitneys during the Second World War did not generate lay-offs because the volume of shipping tonnage was at its peak. Although there was a reduction in the number of longshoremen immediately after the war, using lift jitneys was not generally considered as the source of the layoff. Rather, the ending of the war shipments was thought to be the cause of the displacement.<sup>8</sup> Lincoln Fairley, who was the research director for the ILWU between 1946 and 1967, provided a couple of other reasons why the union did not bring the contract clause into play. The union found it difficult to prove that the labor-saving devices negatively affected workers’ earnings and believed that the union would not prevail if cases went to arbitration because arbitrators tended to side with employers in any policy introduced in the name of “greater efficiency.”<sup>9</sup>

Since 1948, however, the relationship between the ILWU and the employers began to significantly change. From the 1934 strike until 1948, West Coast longshoremen resisted

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<sup>6</sup> Local 10 *Longshore Bulletin*, November 10, 1950.

<sup>7</sup> Paul T. Hartman, Collective Bargaining and Productivity: the Longshore Mechanization Agreement (Berkeley: University of California Press, 1969), pp. 111-113; and Fairley, pp. 55-57.

<sup>8</sup> Fairley, p. 55.

<sup>9</sup> *Ibid.*, p. 30.

with militant direct actions any managerial attempt to gain control over their work processes and unfair or exploitive working conditions. The employers responded to them also with a contentious manner that aimed to break the union. This type of behavior, however, generated no satisfied results for them. During the fourteen-year period, they had been confronted by the workers with twenty strikes, including four major coastwise scale ones, and 1,399 “quickie stoppages.”<sup>10</sup> A contemporary scholar used the word “bitterness” in order to describe the characteristics of the labor relationship during this period.<sup>11</sup> After the 95-day strike in 1948, the employers re-organized their association into the Pacific Maritime Association (PMA) and developed a new strategy in dealing with the union. Their new approach was reflected in their hiring of J. Paul St. Sure in 1952 as the president of the new organization. His vision about labor relations presented “open lines of communication” and “willingness to give and take across the bargaining table.”<sup>12</sup>

The PMA offered substantial financial benefits: wages were increased and welfare and pension systems were institutionalized.<sup>13</sup> In exchange, the employers wanted disputes to be handled through established grievance procedures, not through jobsite actions, such as impromptu work-stoppages. In order to accomplish this goal, the PMA and the ILWU established an “instant arbitration” system, by which when a dispute rose on an operation,

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<sup>10</sup> After the 83-day long strike in 1934, the West Coast longshoremen struck again in 1936 for 98 days. After the Second World War, they went on a strike for 48 days in 1946. When their hiring halls were threatened by the Taft-Hartley Act in 1948, they shut down the coast for 95 days. Charles P. Larrowe, Shape-up and Hiring Hall: A Comparison of Hiring Methods and Labor Relations on the New York and Seattle Waterfronts (Berkeley: University of California Press, 1955), p. 126.

<sup>11</sup> David L. Berntzen, The Mechanization and Modernization Agreement: Its Effect on Work Rule and Job Security (Berkeley: University of California, 1962), p. 3.

<sup>12</sup> By the mid-1950s, the straight-time wage rate had increased from \$1.67 in 1949 to \$2.27. Betty V. Schneider and Abraham Siegel, Industrial Relations in the Pacific Coast Longshore Industry (Berkeley: Institute of Industrial Relations, University of California, 1956), p. 77-86; Larrowe, Shape-up and Hiring Hall, pp. 163-164.

<sup>13</sup> Fairley, p. 85.

the area arbitrator would be called immediately to come down to the site and settle the problem. While waiting for the arbitrator to come down to the waterfront, the workers involved in the operation were expected to continue to perform the work, rather than to stop working, unless the dispute was over safety concerns.<sup>14</sup> In addition, the union accepted no-strike and no-work-stoppage clauses in contract agreements. In 1949, the union also allowed machinery to be installed at the San Francisco port in unloading bananas, resulting in a large increase in banana tonnage. In other words, the union provided a more docile workforce and cooperated with the employers' effort to increase productivity. In return, ILWU members received monetary compensation.

PMA officers' testimonies on Bridges's behalf at one of his 1950 deportation hearings reflected the employers' sense of satisfaction with the union's cooperation and their expectation for a more congenial relationship in the future. Four employer representatives, including the then-president of the PMA Oscar W. Pearson, appeared to testify regarding "Bridges' good reputation for truth, honesty, and integrity" in his dealings with the ship owners and stevedore companies.<sup>15</sup> In response, in 1954 when the union celebrated the twentieth anniversary of the 1934 strike, a couple of PMA officers were invited as main speakers at the union's banquet. Sydney Roger, a ship clerk and an editor of *The Dispatcher*, stated later that the event signified a new era in port labor relations:

[The banquet] was a statement on the sides of both the union and employers that despite all the fighting we'd done in the past, we have really now developed such an extremely good relationship that we can celebrate twenty years of collective bargaining.<sup>16</sup>

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<sup>14</sup> Fairley, pp. 32-33; Sam Kagel, *Solidarity Stories: An Oral History of the ILWU*, ed Harvey Schwartz, (Seattle: University of Washington Press, 2009), p. 56

<sup>15</sup> Schneider and Siegel, pp. 83-84.

<sup>16</sup> Sydney Roger, Interview Transcription, 1998, p. 591.

In other words, the workers' militant struggles and working class solidarity was not the main focus of the commemoration.

However, the fact that Bridges and ILWU top officers developed an amicable relation with employers did not necessarily mean that rank-and-file workers endorsed the agreements made between the employers and their union. Although the number of quickie stoppages declined and no major strike was launched since 1948, longshoremen continued to organize various forms of resistance, including impromptu work-stoppages, four-on and four-off, and slow-downs. A 1951 letter written by a PMA officer to Bridges illustrated this aspect. He complained that Los Angeles longshoremen organized job actions, such as "knock off [quit], slow-down, or use some other means of harassment," when they made some demands "outside the contract."<sup>17</sup> The PMA officers also recognized that although the association advised their members to take a dispute to a officially set body and go through formal grievance procedures in order to resolve it, many stevedore companies often gave in to the longshoremen's demands when confronted by workers' spontaneous direct actions because they did not want their ships to be delayed -- a circumstance that longshoremen were well aware of.

By the mid-1950s, the employers were determined to eliminate the informal work rules by which longshoremen had wielded jobsite power for over two decades. Although the PMA had enjoyed an increase in the volume of shipping during the Korean War, the tonnage and the number of ships covered by the agreement negotiated by the PMA had dropped by 1955. After conducting some research, the employers concluded that if they could remove longshoremen's "early quits, late starts, prolonged coffee breaks, failure to use the grievance

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<sup>17</sup> Fairley, pp. 35-36.

procedure resulting in illegal stoppages, and the various ‘four on-four off’ abuses,” then they could increase profit rates. The employers especially were determined to eliminate a four-on and four-off practice, by which gang members divided themselves in two groups and rotated their performances during an operation. For workers, this practice allowed them to take some time to catch their breath and regain strength after working relentlessly for a certain hours while the others took over the operation. In this way, workers also set their own pace of work. But for employers, those who were taking “off” were “unnecessary men.”<sup>18</sup> When the Pacific Maritime Association renewed its interest in how to cut costs and promote “efficiency” in the industry in the mid-1950s, the elimination of so-called “unnecessary men” was its principal demand. The employers argued that these rules were in violation of contractual agreements and put pressure on the ILWU to secure “performance and conformance with the existing agreements.”<sup>19</sup>

In 1955, when Bridges was pressured to respond to these issues at a House Special Subcommittee hearing, he retorted, “Let’s say we agree. And again I want to warn you....me agreeing here is one thing. Getting people down there to do the work is another thing.”<sup>20</sup> In other words, regardless of what ILWU officers might say to the employers, these work rules were continuously defended on the jobsites because rank-and-file members maintained the power such customary rules conferred upon them.

Nevertheless, in 1956 when the PMA refused to negotiate with the ILWU unless the union got rid of the “objectionable” work rules and removed “unnecessary men,” the union

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<sup>18</sup> For more detail about four-on and four-off, see Chapter 1, above.

<sup>19</sup> Betty V. H. Schneider and Abraham Siegel discuss that between 1948 and 1951 the movement of total tonnage on the Pacific Coast steadily increased. Industrial Relations in the Pacific Coast Longshore Industry (Berkeley: Institute of Industrial Relations, University of California, 1956), p. 84; and Hartman, pp. 73-74.

<sup>20</sup> Fairley, p. 47.



officers tried to persuade the rank and file to comply. At a March caucus meeting when delegates from various ports raised their concerns about new methods being used in the handling of cargo, Bridges responded that the longshoremen had indirectly benefited from mechanization during the previous years because the resulting higher levels of productivity had enabled longshoremen to more easily raise their wage rate. He thus claimed that the longshoremen should continue to pursue a way to gain more “direct benefit” from the result of mechanization.<sup>21</sup> The Coast Labor Relations Joint Committee (Coast Committee) also reported to the caucus that the union should concede to the PMA’s demands regarding the nonconformance work rules in exchange for a reduction of the work shift from 9 to 8 hours without cutbacks in pay – a demand that the union focused on for that year’s contract negotiations. The committee stated:

If we are to successfully gain a shorter work day now, which perhaps can only be accomplished by more readily accepting automation, then we must now reexamine our entire approach to this problem.... This might mean a loss on the manning scale on some of the present operations, but those losses must be completely overcome by the taking back of old work and the picking up of new work....<sup>22</sup>

The delegates rejected the idea of giving up men on the job, but later that year the membership passed a resolution that was similar to what the Committee had recommended.<sup>23</sup> When the negotiations were resumed, however, the PMA continued to refuse to discuss the work shift demand unless the union made some progress on the conformance issue.

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<sup>21</sup> Fairley, p. 60.

<sup>22</sup> Ibid., p. 62.

<sup>23</sup> The coastwise result was 5,303 in favor and 3,508 opposed. Ibid., p. 51.

During the next year the union took a series steps to concede to the employers on the work rules as well as on the further advancement of mechanization. The Coast Committee reported at an October caucus meeting that the mechanization plan would not greatly displace workers and that the jobsite direct actions, such as quickie stoppages, must not be continued if the union wanted to get further benefits. The Committee also recommended that the caucus should authorize the Committee and some of ILWU officers to pursue unofficial negotiations with the employers on the work rule and automation issues. Although the negotiations between the ILWU and the PMA in this year again failed and thus eventually went to arbitration, Lincoln Fairley claims that Bridges and the International came to believe by this time that mechanization was inevitable and that the rank and file would have to change their attitude toward the nonconformance work rules. Fairley thus argues that although “it was not until 1959 that PMA developed a successful program to crack down on both the local unions and its own companies in order to secure performance and conformance,” the 1956 contract negotiations were the “important forerunners of the M & M plan.”<sup>24</sup>

During the 1958 set of informal negotiations, Bridges showed willingness to reform work rules and give employers the right to change “manning scales,” such as the size of the basic gang and the number of men needed in each operation. In return, he demanded that the employers retain currently registered men and that the union share the “savings from increased productivity” resulting from using any labor saving devices or measures. In pursuing this goal, Bridges decided to limit the discussion about the matter at the caucus

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<sup>24</sup> Fairly, pp. 50-53. Fairley helped the negotiation process of the International during this period, including the M & M Agreement. He published a book in the late 1970s, admitting retrospectively the negative consequences of the agreements, although he had supported the M & M Agreement at that time.

meeting by asking the caucus members to allow his informal conversation with the PMA to continue -- a proposal that the caucus approved. The Coast Committee thus kept its unofficial negotiations with the PMA regarding how to bring about mechanization and establish a “mechanization fund.”<sup>25</sup>

## 2. Creating Class “B” Longshoremen, 1958-1959

In the same year, the top officers of the ILWU made a couple more crucial decisions. First, they initiated the idea that the Coast Committee would take over the authority to finalize registration and promotion processes. In the past, the local membership had been in charge of making decisions on registration and deregistration, although the Port Joint Labor Relations Committee (“Port Committee”) had been formally responsible for it. This decision to centralize power demonstrated the International officers’ determination to work with the employers toward mechanization and modernization. They were negotiating with the employers to set up a mechanization fund that would benefit registered men in terms of wage guarantees as well as early retirements and thus they needed to control the total number of registered men.<sup>26</sup>

Second, the ILWU and the employers decided to recruit more longshoremen in partially-registered status or “Class B” longshoremen (“B-men”) during that year. By 1958, the number of fully-registered men had been slowly reduced based on natural causes – death, illness, and retirements – and their average age was 50 years.<sup>27</sup> Although the PMA and the

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<sup>25</sup> Fairley, pp. 83-84.

<sup>26</sup> Fairley, pp. 90-91.

<sup>27</sup> Coastwise records indicate that in 1958 only about 20 percent of longshoremen had been under 40 years of age [raw number: 2,500] and the average age was about 50 years. Fairley, Appendix, p. 397, Table 2.

ILWU anticipated a decrease in the work force in the future due to mechanized operations, the employers needed more workers in the short run.

The origin of the term “B-men” could be traced back to the late 1940s when the union had removed membership as a requirement for longshoremen to become fully-registered men.<sup>28</sup> The changes occurred because the 1947 Taft-Hartley Act prohibited the closed shop. The union had eliminated the permit status itself and changed the nomenclature: regular men became “registered men” and permit men became “partially-registered men” or “pool men.” By doing so, the terminology obliterated the link between registration and union membership status. According to economist Paul T. Hartman, the term “pool men” stemmed from the description of “a temporary labor pool of men registered and dispatched separately from the experienced, fully registered men.”<sup>29</sup> Between 1952 and 1957, around 1,000 longshoremen, coastwise, had been listed each year under the category of partially registered men.<sup>30</sup> By 1957, the terms “Class A” and “Class B” had emerged to differentiate the two different registration categories and thus fully-registered longshoremen came to be known as “A-men” and partially-registered men were called “B-men.”

Between 1958 and 1959, the PMA and the ILWU recruited over a thousand B-men. Unlike partially registered men in previous years, newly recruited B-men would not be “a temporary labor pool of men.” Because the employers needed a workforce that was “available” whenever necessary, they required B-men to sign up for work or “be available” at least 70 percent of each 30 day period, regardless of whether there was available work for

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<sup>28</sup> Fairley claims that under the policy, still 99 percent of the registered men were union members. See Fairley, p. 90.

<sup>29</sup> Paul T. Hartman, p. 35-36.

<sup>30</sup> Fairley, Appendix II, p. 395, Table 1.

them or not.<sup>31</sup> This meant, they were partially registered, but they were required to devote their time to and schedule their lives around longshore work, more so than fully registered workers.

Even though they were expected to be available for work almost every day, B-men would not be eligible for union membership and thus they lacked protections on the jobsite as well as privileges that union members had. They would not be able to participate in union's decision-making processes, although a contract agreement would directly affect their working conditions. Moreover, the ILWU and the PMA decided that they would "freeze" the promotion of B-men to fully-registered status for a quite some time, the length of which they did not determine at this point. The decision on the freeze was not publicly announced but was informally made between the PMA and ILWU top officers at the bargaining table.

These decisions demonstrated that the PMA and the union wanted a "flexible" but "disciplined" labor force that would be needed in this transitional period to greater mechanization. This explained why the employers wanted to hire a large number of B-men, rather than recruiting many casuals. Although there were already about 10,000 casual longshoremen coastwise in 1959, their availability could not be easily controlled.<sup>32</sup>

### 3. The Terms of the Mechanization and Modernization Agreement, 1959-1960

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<sup>31</sup>"Report on Victimization of B-men in the San Francisco Longshore Industry by the PMA and the ILWU," Longshore Jobs Defense Committee, August 13, 1963, Materials relating to I.L.W.U. case, Longshoremen - B List, 1963-1984, BANC MSS 85/169C, Box 2, Folder 2, Bancroft Library, University of California, Berkeley, California, p. 3.

<sup>32</sup> Regarding the number of casuals, see Max D. Kossoris, "Working Rules in West Coast Longshoring," *Monthly Labor Review Vol. 84:1* (January 1961), p.2.

In the spring of 1959, the PMA and the ILWU began to formalize the result of their unofficial conversations. The union's focus was to make the employers agree to establish a mechanization fund, while the employers' main purpose was to remove all the workers' rules and practices restricting further exploitation. By the summer, new B-men began to work on the waterfront, while the employers and the union reached a compromise. The employers decided to accept Bridges' proposal to establish a "Mechanization and Modernization Fund," putting \$ 1.5 million into the fund in that year.<sup>33</sup> However, because the union insisted that it should share the savings from any increases in productivity resulting from mechanization, both sides decided to take some time -- no more than a year -- to study the impacts of changes in methods of operation and in work rules. The employers subsequently hired Max D. Kossoris from the San Francisco office of the Bureau of Labor Statistics to develop a measurement system by which they could estimate how much would be a proper share for the union and what manner that they should take to distribute the fund.<sup>34</sup> Meanwhile, the employers were freed to introduce new methods of operations or new machines and the union still kept most of contractual restrictive rules in the book. The so-called "interim mechanization agreement" of 1959 was signed.<sup>35</sup>

Nevertheless, the union considerably eased gear priority in exchange for establishing the mechanization fund and an 8-hour wage guarantee plan. When the employers agreed to pay guaranteed wages for an 8-hour work day, the union gave the employers the right to

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<sup>33</sup> "Memorandum of Understanding between PMA and ILWU," July 1959, p. 2, Industrial Relations Archives, University of California, Berkeley; Fairley, pp. 103-105.

<sup>34</sup> Max D. Kossoris's study was published in early 1961. Max D. Kossoris, "Working Rules in West Coast Longshoring."

<sup>35</sup> The 1959 contract agreement was ratified in August. The result of the referendum was: 3,224 voted against it; and 7,535 voted for it. This meant, about 30 percent of the voters were against the agreement. Four locals rejected the agreement, which were Olympia (Washington), Port Townsend (Washington), Vancouver, and San Diego Locals. Local 10 *Longshore Bulletin*, August, 17, 1959.

shift gangs or gang members to other work from their original assignment in order for the workers to fulfill an 8-hour shift. Many older dock men and those with certain physical disabilities were protected from being shifted to any ship work. However, they could be dispatched to any other compatible dock work or car work to satisfy 8 hours a day. Ship gangs, on the other hand, could be ordered to do any other ship, dock, or car work to fill out a shift.<sup>36</sup> Employers also had the right to shift ship gangs to another ship in the middle of an operation and then order them back to the first ship to finish the job.<sup>37</sup> This right was especially useful for them when the arrival of cargo was delayed or any ship gear was broke down in the middle of an operation. By dispatching the gangs to other jobs and calling them back to the original work later, instead of letting the gangs wait for the cargo to arrive or the equipment to be fixed, the employers expected to remove the “idle time” of the gangs. The contract allowed them to shift gangs without going through the dispatch hall.

Union officers also agreed to stop the longshoremen’s four-on and four-off practices. In exchange, the workers got two fifteen-minute bathroom “relief” times a day. The provision about the relief period stated:

The ILWU agrees there shall be specific contract language to prevent the abuse of such relief periods or their being used as a subterfuge to operate as a 4-on - 4-gone practice , or variations thereof, and to insure that men will observe specified time for starting, resuming and finishing work.<sup>38</sup>

The employers thus warned that the longshoremen should not use the relief time for an on-and-off practice. However, as Local 10 members soon discussed, without getting a replacement for the relief period, avoiding on-and-off was impossible. In other words, if a

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<sup>36</sup> “Memorandum of Understanding between PMA and ILWU,” July 1959, p. 6.

<sup>37</sup> Ibid., p. 8.

<sup>38</sup> Ibid., p. 11.

couple of men would go to the bathroom, the others would have to take over the operation during the period, unless the operation was to stop or a couple of other men were dispatched to replace their positions. Undeniably, the idea that the employers intended to allow a gang to stop their performance for the duration of a gang member's relief time was almost inconceivable. But the provision mentioned nothing about a replacement.<sup>39</sup> Reg Theriault, who began to work in San Francisco as a B-man this year, cogently discussed the matter as follows:

What management wanted was to channel and confine the off time and reduce it, if possible, to only half an hour a day, and in this it was somewhat successful, since trade union negotiators also consider bargaining sessions as a trading contest and they gave up something for those fifteen minute breaks, which the workers, in one form or another, already had.<sup>40</sup>

Not only had the 1959 contract agreement explicitly prohibited an on-and-off practice, but the PMA had also developed a program to enforce the contract agreement by imposing a fine on those employers who tolerated workers' practicing the custom.<sup>41</sup> Moreover, the employers organized a "collective action" against any gang's violation of the contract by shutting down the entire port. Although locals tried to fight against the PMA's actions, the International did not oppose PMA actions and even supported them.<sup>42</sup> In mid-1960, the PMA found that a "substantial progress" had been made in "conformance and performance." Max D. Kossoris, then establishing a system of measuring man-hours saved due to mechanization, acknowledged that the man hours saved during this period stemmed

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<sup>39</sup> Local 10 *Longshore Bulletin*, September 4, 1959.

<sup>40</sup> Reg Theriault, How to Tell When You're Tired: A Brief Examination of Work (New York: W.W. Norton & Company, Inc.), pp. 101-102.

<sup>41</sup> Charles C. Killingsworth, "The Modernization of West Coast Longshore Work Rules" *Industrial and Labor Relations Review*, Vol. 15, No. 3 (April, 1962): 301.

<sup>42</sup> Fairley, pp. 119-121.



from the removal of these rules restricting exploitative measures, not from mechanization.<sup>43</sup> The employers thus saw a potential in negotiating further with the ILWU to eliminate other work rules. Although the 1959 agreement was scheduled to expire in 1962, the PMA was anxious to settle a final deal and eliminate all the work rules immediately.

After negotiating for five months between May and October in 1960, the two parties finalized their negotiations for the Modernization and Mechanization Agreement by expanding the core ideas of the 1959 Agreement. The union would get five million dollars each year into the M & M Fund for early retirees, welfare benefits, and the 8-hour guarantee plan. In exchange, it would relax sling-load limits, eliminate multiple handling, and further restrict on-and-off and gear priority rules. The employers agreed to maintain the 1958 fully-registered workforce and the ILWU decided to recognize the employers' right to control manning scales and work methods. According to the new rules, the size of the basic gang would be reduced to nine. The union could place a restriction on a method in an operation only if the method violated a safety code.

All the rule changes began to be applied in January 1961 and were to remain effective until July 1966. The M & M Agreement thus, in effect, was five-and-one-half year contract.<sup>44</sup> This meant, the PMA was willing to pay the union a total of \$27.5 million to the M & M fund during the period. Including \$1.5 million that the PMA had already agreed in the previous year to transfer, the fund would amount to a total of \$29 million. However, if

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<sup>43</sup> Max D. Kossoris, p. 5.

<sup>44</sup> The payment of new retirement benefits was expected to begin in June, however, for a tax-related issue about transferring money into the M & M Fund. This explains the discrepancy between the actual ratification date and the dates stamped on the official contract agreement book. *The Dispatcher*, January 13, 1961. In actuality, the first benefit payment was done not until December 1961. *Local 10 Longshore Bulletin*, December 15, 1961.

longshoremen would be engaged in a work stoppage or fail to comply with new changes, the employers could abate their payments by an amount up to \$13,650 per day.<sup>45</sup>

Historian Marc Levinson in his The Box argues that because the M & M Agreement was a product of a deliberation between the union and the employers regarding the introduction of automation, it constituted one of “the most unusual, and most controversial, labor arrangements in the history of American business.”<sup>46</sup> Unlike some other unions that resisted automation as long as they could, Levinson continues, the ILWU accepted the implementation of automation and the employers, in turn, agreed to provide monetary compensations. Levinson claims that it was a wise decision. For twenty-first century observers, who live in a system in which containers and container operations are the essential part of the economy, and especially for those who believe in the role of technological innovation and entrepreneurship in advancing history, it might be tempting to retrospectively conclude that Bridges’s decision was inevitable or forward looking and thus prescient and even wise.

However, by the mid-1950s, containerization had just begun. Even though several attempts had been previously made, Malcolm McLean’s Pan-Atlantic Steamship Corporation launched the first domestic container ship in 1956 between Port Newark in New Jersey, and Houston, Texas. Moreover, changes in the methods of handling cargo, redesigning containers and ships, and reconstructing port facilities proved necessary to accommodate containerization -- a process that took years to achieve.<sup>47</sup> For that reason,

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<sup>45</sup> Killingsworth, p. 303.

<sup>46</sup> Marc Levinson, The Box: How the Shipping Container Made the World Smaller and the World Economy Bigger (Princeton: Princeton University Press, 2006), p. 124.

<sup>47</sup> Ibid., pp. 37-53.

most contemporary economists envisioned that containerization would be costly and thus transporting the cargo in traditional unit loads would be more economical for a quite some time than investing into containers. And thus they predicted that containerization would be developed slowly.

On the West Coast, container pioneer Matson did not begin container shipping until the summer of 1958, although it had two years earlier conducted meticulous research predicting its future success.<sup>48</sup> Matson built its first container facilities in Alameda in the Bay Area and began operations there in early 1959.<sup>49</sup> Except for Matson, no other companies were developing containerization on a large scale.<sup>50</sup> Considering these circumstances, Bridges and other top ILWU officers' decision made in the mid-1950s did not seem to be inevitable and be forced by containerization. Rather, their decision seemed to make the containerization process possible and help the employers eliminate obstacles by removing workers' jobsite rules.

Some contemporary mainstream newspapers praised the agreement. For example, a Los Angeles *Times* reporter described the restrictive work rules as an "obsolete" means that functioned only to slow down operations. By mentioning the Los Angeles longshoremen's reputation for organizing frequent and large scale jobsite actions, he predicted that ship

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<sup>48</sup> Foster L. Weldon, who participated in the Matson Research Department, published a part of the study in 1958. See Weldon, "Cargo Containerization in the West Coast-Hawaiian Trade," *Operations Research*, Vol. 6, No. 5, (September-October, 1958): 649-670. Fairley also claims that in 1957 scholars predicted the slow grow of containerization due to the fact that foreign shipping companies showed no interest in investing a large amount of capital in developing containerization. Fairley, pp. 68-69.

<sup>49</sup> Levinson, pp. 59-67.

<sup>50</sup> Fairley, pp. 69-70.

owners and stevedoring companies would be the largest beneficiaries of the pact. He announced, "A 'new epoch' in waterfront labor relations seems in prospect."<sup>51</sup>

But not all contemporary voices were congruent, although they were not necessarily against the agreement. In reprinting an article originating from San Francisco, the Los Angeles *Times* questioned how the union's negotiating committee would "sell" the new program to the membership.<sup>52</sup> A New York *Times* article also pointed out that it would be difficult to get the approval from the membership. It cited PMA officers' statement that the agreement was "a potential bomb." Because the program offered job security only for registered men, it also raised the issue about the position of casual longshoremen who comprised a third of the dockside workforce.<sup>53</sup> Interestingly, it did not discuss any opinions of the B-men who comprised one-seventh of the registered workforce. Nevertheless, casuals and B-men did not have any voting rights and thus they could not affect the decision of the union regarding the contract.

What the newspaper reporters did not know was that since the late 1950s, International union officers had been "selling" the core ideas of the agreement through *The Dispatcher*. The official newspaper of the ILWU had promulgated the notion that the "old" ways of dealing with problems would no longer work in facing mechanization and containerization. It also claimed that workers would master the machine and that the work process would be easier. A 1959 issue stated:

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<sup>51</sup> Howard Kennedy, "Longshore Pact Expected to Speed Harbors' Growth: Labor-Saving Machinery and New Methods Seen Beneficial," Los Angeles *Times*, October 24, 1960, p. B1, ProQuest Historical Newspapers

<sup>52</sup> Los Angeles *Times*, "Stevedores Eye Automation Pact: Pacific Coast Longshore Union leaders Try to Sell 15,000 members New Program," October 23, 1960, p. H11, ProQuest Historical Newspapers.

<sup>53</sup> New York *Times*, "Dockers Receive Automation Plan," October 12, 1960, p. 77, ProQuest Historical Newspapers.

We don't have to resist it [mechanization]. We can go along with it. The question is, shall we master the machine, or shall the machine master us? It will surely master us if we pretend it is not there, or that it cannot do some or all the work we now do. It is there, and it can do a lot of our work a lot faster than we can do it, and with a lot less pain.<sup>54</sup>

International union officers had urged longshoremen to believe that mechanization would open up an opportunity for them to have a better and richer life.<sup>55</sup> They emphasized that the M & M Agreement was a good contract because it assured no layoffs, an earnings guarantee plan, no individual speedups, as well as monetary benefits for retirees.<sup>56</sup> By referring to its obtaining \$29 million in exchange for automation to “taxing the machine,” the union underscored that it was an unprecedented phenomenon. Top officers of the ILWU argued that the contract was the best ever and that it was a historic victory. By doing so, they made it difficult for many members to oppose it.<sup>57</sup> At the end of 1960, the contract was ratified by the coastwise membership in a referendum election.

Nevertheless, it cannot be overemphasized that almost 3,700 members, or one-third of the coastwise membership, voted against the agreement. This result showed the contract to be the least popular among all contracts signed since 1934.<sup>58</sup> Unlike San Francisco Local 10 that had a large pool of Bridges' supporters and in which the membership overwhelmingly voted for the contract, Los Angeles Local 13 voted it down by 1,864 vs.

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<sup>54</sup> *The Dispatcher*, January 2, 1959, p. 2.

<sup>55</sup> *The Dispatcher*, April 24, 1959, p. 1.

<sup>56</sup> *The Dispatcher*, October 21, 1960, p.1. The cartoon on page 2 in *The Dispatcher* indicated how the international advertised mechanization as good for workers. *The Dispatcher*, October 21, 1960, p.2.

<sup>57</sup> Charles Andrews points out that after the Second World War, automation became an issue perceived differently even by trade unionists. Most thought it would usher in an attack on jobs and wages, but a few believed naively that automation -- that raised the productiveness of labor -- would lead to labor itself being rewarded by higher wages or that it would benefit labor by creating more skilled jobs by the tens of thousands. Charles Andrews, *The Hollow Colossus* (Oakland, CA: Needle Press, 2015), pp. 9-56.

<sup>58</sup> 3,695 longshoremen voted against the M & M Agreement, while 7,882 voted for it. This constituted about 32 percent of the voters. *The Dispatcher*, January 13, 1961, p. 1; Larowe, *Harry Bridges: the rise and fall of radical labor in the United States* (New York: L. Hill, 1972), p. 356.

1,065.<sup>59</sup> According to the president of Local 13, the membership had been concerned about the displacement of the men on the docks as a result of the agreement. Moreover, he claimed that the mechanization plan would save the shipping companies \$50 million a year, while the union settled with \$5 million.<sup>60</sup> He thus believed that the agreement would eventually benefit the employers, while displacing longshore jobs. Interestingly, Kossoris who had studied the productivity measurement between 1959 and 1960 agreed with the opinion. He pointed out that the wage increase provided by the contract was so small that “the longshoremen would, in effect, be the ones – rather than the employers – who would be contributing the \$5 million per year.”<sup>61</sup>

Moreover, all B-men, who were working as hold men and whose coastwise number reached about 2,000, could not participate in the referendum due to their non-union member status, although their working conditions could be most negatively affected if sling load limits were removed, the gang size reduced, and four-on and four-off practices further repressed. On the other hand, the 1934 generation of longshoremen would be benefited the most, due to their fully-registered status and their eligibility for the M & M retirement fund. According to historian Charles P. Larowe, many young longshoremen called the M & M Agreement “an old man’s contract” and accused Bridges of “paying off his friends who had been with him in the old days.”<sup>62</sup> In this regard, economist Paul T. Hartman thought it ironic that those longshoremen who had led the 1934 strike and established the work rules

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<sup>59</sup> The result of the Local 10 referendum was that 2,516 voted for it and 408 voted against it.

<sup>60</sup> *Wall Street Journal*, “Longshoremen’s Local Rejects Pact Barring Restrictive Work Rules,” December 23, 1960, p. 2, ProQuest Historical Newspapers.

<sup>61</sup> Fairley, p. 173.

<sup>62</sup> Charles P. Larowe, *Harry Bridges*, p. 355.

that governed dockside labor in the 1930s were the same people who in the late 1950s abandoned the rules.<sup>63</sup>

Some explanations are necessary to understand why Bridges and top ILWU officers agreed to eliminate the old work rules and accommodate the employers' efforts to mechanize their operations. Regarding Bridges, his previous handling of registration processes and racial issues reveals that his decisions had been often made based on his "practical estimations" about what could be more easily achieved than what was perhaps right in principle. He might have thought that obtaining a lot of money from the employers when the union could was the most practical strategy. In addition, he might have been looking out for his generation of longshoremen who were becoming eligible for early retirements.

However, certain structural factors cannot be overemphasized. The transformation in the relationship between top union officers and the management since 1948, for one, must have attributed to the changes in the officers' attitudes toward jobsite work rules. During the "New Look" relationship, union officers had exchanged financial gains for channeling rank and file jobsite actions into "formal" grievance procedures in resolving disputes. As Betty V. Schneider and Abraham Siegel in their study point out, financial gains without many jobsite actions had encouraged "the growth of a more conservative attitude among rank-and-file members."<sup>64</sup> This meant that members became dependent upon union officers in handling grievances that, in turn, resulted in strengthening a bureaucratic structure.<sup>65</sup>

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<sup>63</sup> Hartman, p. 3.

<sup>64</sup> Schneider and Siegel, pp. 86-87.

<sup>65</sup> The centralization and bureaucratization of union occurred during the 1950s not only within the ILWU. See Robert Brenner, "The Political Economy of the Rank-and-File Rebellion," in Rebel Rank and File: Labor

Historian Stanley Aronowitz thus argues that “the growth of bureaucracy” and “the decline of rank-and-file initiative” are “built into the theory and practice of collective bargaining.”<sup>66</sup>

Moreover, when union activities were narrowly channeled into a formal collective bargaining procedure, it became easier for union negotiators to believe that the power of the union stemmed from the management’s acknowledgement of the union as a bargaining partner and from their ability as negotiators to obtain some gains at the bargaining table, rather than to understand that real union power came from the strength of the rank and file at the point of production. Based on this belief, union officers tended to promote workers’ jobsite actions only when these actions were considered to enhance their bargaining power at the table and only if they could control the actions.<sup>67</sup>

For example, in 1959 when the ILWU was negotiating the interim mechanization agreement, Los Angeles and Seattle rank-and-file workers continued to organize jobsite actions. The Coast Committee claimed that the locals were weakening the union’s bargaining power because their actions would upset the employers. It thus coerced the locals to follow the rules.<sup>68</sup> In 1960 when the ILWU was negotiating the M & M Agreement, Los Angeles workers refused to work on a Matson container ship because they could not agree with the reduced manning scale that had just been agreed upon at the coast level and, in turn, the employers shut down the port for fourteen days. The union’s Coast Committee

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Militancy and Revolt from Below during the Long 1970s, ed. Aaron Brenner, Robert Brenner, and Cal Winslow (New York: Verso, 2010), pp. 49-50.

<sup>66</sup> Stanley Aronowitz, False Promises: The Shaping of American Working Class Consciousness (Durham: Duke University Press, 1992), p. 252.

<sup>67</sup> For a brief illustration of bureaucratic unionism, see Kim Moody, “Understanding of the Rank-and-File Rebellion in the Long 1970s,” in Rebel Rank and File, ed. Aaron Brenner, Robert Brenner, and Cal Winslow, pp. 107-115; and Aronowitz, False Promises, pp. 214-263.

<sup>68</sup> Fairley, p. 109.



threatened local officers that their actions were “running a serious risk of having negotiations cancelled out.”<sup>69</sup>

In this system, the union and the employer not only emphasized negotiations at the bargaining table but also treated the contract agreement like a sacred deal. This meant that the agreement was often used to regulate workers’ conduct and behavior and set the boundaries of what they could do and what they should not do. Management therefore put pressure on union officers to make sure that the workers would not violate the rules.<sup>70</sup> Union officers thus became the company enforcers of the rules, rather than representing the workers’ interests. Theriault’s following discussion about how Local 10’s business agents became the enforcer of the “relief period” provision in the 1959 agreement is an insightful example.

Before the rule was placed in the contract, a longshoreman used to go to the restroom anytime he wanted and other gang members covered for him. Despite that, the union negotiated to place a provision in the contract allowing workers to have two fifteen-minute bathroom breaks – one in the morning and one in the afternoon – in exchange for the elimination of on and off practices. When workers continued going to the bathroom whenever they needed, as they had done in the past, the local’s business agent, who got a telephone call from the employer, visited the workers with the contract book, showing them the provision and telling them that the employers were “perfectly within their rights” when they demanded that the workers go to the bathroom no more than twice a day and no longer

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<sup>69</sup> Fairley, p. 132. The dispute ended when the local signed an agreement with the PMA and the Coast Committee, which imposed a heavy penalties for gangs that would refuse to work as directed.

<sup>70</sup> Stanley Aronowitz argues that the modern labor agreement is “the principle instrument of the class collaboration between the trade unions and corporations,” and that a long term contract often “robbed the rank and file of considerable power to deal with their problems” (Aronowitz, False Promises, pp. 215-218).

than fifteen minutes. In Theriault's account, an angry worker screamed at the business agent, "Why, you dumb son of bitch! Who do you think you're supposed to represent? You're trying to give away our working conditions!" The business agent also angrily replied, "We had a hell of a time getting those breaks put in the contract. And now you guys aren't going to screw it up!"<sup>71</sup>

In addition, the existing collective bargaining system itself was set up in a way that high ranking union officers were like "business executives," as Aronowitz calls them, because their accountability was not limited to their union membership but was extended to "government agencies, arbitrators, courts of law, and other institutions which play a large role in regulating the union's operations."<sup>72</sup> Moreover, they talked with company representatives more often times than with rank-and-file workers. As a result, union officers could have a better understanding of what employers wanted than what workers needed and desired. In this structure, top union officers often shared more commonality with employers than with the rank and file. In this regard, Theriault's argument on why union officers opposed an "on-and-off" practice is instructive:

. . . whatever their origins, they [top union officers] no longer make their living the same way as the men and women under their care. . . . Furthermore, in order to divide the work fairly among themselves [in an on-and-off practice,] the workers have to organize, and once organized they might throw out their current labor leadership and get someone new.<sup>73</sup>

In other words, top union officers did not want workers to be organized to the degree of wielding power over the officers in deciding the direction of the union's activities.

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<sup>71</sup> Theriault, The Unmaking of the American Working Class, (New York: W. W. Norton & Company Inc., 2003), pp. 55-57.

<sup>72</sup> Aronowitz, False Promises, p. 220.

<sup>73</sup> Theriault, How to Tell When You're Tired, p. 100.

Furthermore, even friendship could be built between union negotiators and the representatives of management as a result of frequent meetings among themselves while having formal and informal negotiations. In the ILWU and the PMA case, historian Larrowe surmised that Bridges promoted the M & M Agreement because he had developed by the mid-1950s a friendly relationship with the PMA president J. Paul St. Sure and he did not want to damage their good rapport.<sup>74</sup> Art Winters, one of the San Francisco black B-men, convincingly stated that union negotiators and PMA representatives might fight against each other across the bargaining table, but then, when the meeting was over, they would go to a bar, drink and socialize together, freely ask what they would demand next during negotiations, and even coach each other about what they should say. Winters thus pointed out that union officers and PMA representatives were in the same “social circle.” Or more accurately, Bridges strove to belong to that circle and once he got “in the power circle,” he would go “along with the power.”<sup>75</sup>

If the M & M Agreement had been a good one for the longshoremen, as ILWU top officers claimed, the waterfront employers would not have been willing to sign it. According to the contemporary industrial labor relations scholar Charles Killingsworth, employers agreed with the terms because they expected that they would save a lot of money from eliminating the restrictive rules, but they doubted that it would be easily measured. By agreeing in advance to pay “lump-sum” but fixed amount money, they believed that they were “entitled to delivery of what they had bought.”<sup>76</sup> What matters the most, however, was not the elimination of the existing rules. Moreover, to completely eliminate any customs all

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<sup>74</sup> Larrowe, Harry Bridges, pp. 378-379.

<sup>75</sup> Art Winters, Interview Transcript, pp. 37-39, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 13.

<sup>76</sup> Killingsworth, p. 301.

at once, in any case, would have been impossible. The most significant aspect was that in the process of eliminating these rules, the employers obtained unprecedented authority and power to decide what rules should be applied, how many men were needed in an operation, and how each operation should be done.

## Chapter 4

### **“[L]ike going back to the slavery time”: The Working Conditions of the San Francisco B-men, 1959-1962**

Immediately after the Second World War, the size of the San Francisco Local 10 membership remained large. After the absorption of 800 permit men, almost no more men were added to the full registration list until 1958. Nevertheless, the number of fully registered men had gradually decreased due to natural causes. In February 1958, there remained about 4,000 fully-registered men or “A-men.” If only active members were counted, the figure went down below 3,800.<sup>1</sup> In April 1958, Local 10 placed an advertisement in Bay Area newspapers regarding the recruitment of B-men. By early 1959, the selection of B-men was completed after considering application forms, conducting interviews in person, and examining the applicants’ physical conditions.<sup>2</sup> Over 500 men began to work in June and another 200 men were added in August, resulting in a total of 743 B-men.

What follows is an attempt to bring back to life the story of the San Francisco B-men: who they were, what their expectations were in getting their jobs, how their work conditions were transformed under new rules, and how they acted upon to the changes.

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<sup>1</sup> The membership of Local 10 in February 1948 was 6,900 and thus between 1948 and 1958, about 3,000 men had left the local due to death, retirements, etc. See Local 10 *Longshore Bulletin*, April 4, 1958; Stanley L. Weir estimated that there were 3,300 A-men. There were also 4,600 casuals in that year. See Stanley L. Weir, “A Study of the Work Culture of San Francisco Longshoremen,” (Master’s Thesis, University of Illinois at Urbana-Champaign, 1974), pp. 121 & 171.

<sup>2</sup> Local 10 *Longshore Bulletin*, March 21, 1958. Anthropologist William W. Pilcher discusses that Portland Local 8 promoted B-men among the pool of the local’s casual men, instead of advertising publicly for the job. See William W. Pilcher, *The Portland Longshoremen: A Dispersed Urban Community* (New York, Holt, Rinehart and Winston, 1972), pp. 61-62.

Many B-men had known the reputation of the union for its militancy and its providing job security. However, they did not know their working conditions would soon be changed. When they began to work, the employers and the ILWU signed an interim mechanization agreement in exchange for a mechanization fund, which relaxed gear priority and prohibited four-on and four-off.<sup>3</sup> Within one and half years, the union and the employers settled the Mechanization & Modernization Agreement, which further eliminated longshoremen's work rules, reduced manning scales, and gave the employers the authority to introduce a new method in handling the cargo as they wished. These changes impacted the working conditions of San Francisco longshoremen, in general, and the B-men, in particular.

The uniqueness of San Francisco B-men rests upon their racial composition: About 60 percent of the 743 B-men were younger black men. By the end of 1962, about 200 of B-men left the industry, resulting in an increase in the percentage of blacks among the remaining B-men to over 70 percent. The mere fact that about 200 B-men left the industry during the first three years tells a lot about their working conditions. But the fact that a lot of black men remained reveals that they endured the hardships more so than their white counterparts. Their opportunity to get better jobs outside the waterfront was limited due to the degree of racism structured into the fabric of society and most workplaces. In such circumstances, they remained and tried to change their working conditions by organizing themselves. An examination of the limitations imposed upon their lives and the life choices that they had made as black men before they took the longshore job provides an insight into an understanding of how they survived and resisted on the waterfront as B-men.

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<sup>3</sup> See Chapter 3, above.

The B-men's position in the union demands special attention. In comparison to former permit men, stricter rules were imposed on the new B-men, especially the 70 percent-availability requirement. But because they were not union members, they could not participate in the official decision-making processes of the union, including union elections, contract votes, and making work rules that directly affected their working conditions. Although partially registered men had traditionally expected to be promoted to fully registered men in about six months, the B-men hired in 1959 remained in the status for years and were not sure when their promotion would happen. Despite or because of that, they acted "like a union" by organizing self-activities in order to advance their working conditions. In order to understand their actions, this study pays attention to how the B-men, who worked during the transitional period when old ways of working had not been entirely wiped out but new ways of working were still uncertain, thought about the meanings of power, justice, and democracy.

## 1. The Profile of San Francisco B-men

The B-men were a new younger generation of longshoremen whose ages ranged between twenty-one and forty.<sup>4</sup> The U.S. census data and other public records of the B-men who filled out questionnaires show that most of them in Local 10 had been born between 1925 and 1937, meaning that their ages fell between 22 and 34 years old. Stanley ("Stan") L. Weir, one of the white B-men, was born in 1921 and thus might have been one of the oldest.

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<sup>4</sup> Pilcher, p. 62. By 1966, due to recruiting new men into the industry in 1959, and again in 1963, over 30 percent of the ILWU membership became younger than 40 years old. Regarding the 1966 record, about two thirds of men under 40 were in the category of age 30- 40. See Lincoln Fairley, Facing Mechanization: The West Coast Longshore Plan (Los Angeles: University of California Press, 1979), Appendix, p. 397, Table 2.

Born in Los Angeles, he had enlisted in the merchant marine as seaman during the Second World War and subsequently worked in many different workplaces, including a General Motors auto factory in Oakland. Johnny Cherry, who was born in 1939 in Mississippi and came to San Francisco in 1955, might have been among the youngest. Being married when he was 19 years old, he had been working as a warehouseman in Local 6 and as a casual longshoreman for Local 10 for about a year by the time when he got the B-man job.<sup>5</sup>

Most importantly, approximately 53-60 percent of the B-men or 400-450 men were black, resulting in an increase in the overall percentage of black longshoremen in Local 10.<sup>6</sup> As Weir points out, the large number of old black longshoremen in Local 10 paved way for the presence of a high percentage of black B-men.<sup>7</sup> Many black B-men had longshoremen relatives, such as a father, father-in-law, step father, or uncle. Thomas Nisby and Eathen Gums, Jr., for example, had longshoremen fathers, Wiley Nisby and Eathen Gums, Sr.,

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<sup>5</sup> Stanley Weir, Interview, Reel # 41, August 29, 1977 and Johnny Cherry, Interview, Reel # 3, November 29, 1980, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

<sup>6</sup> There is no record of the original number of black men hired. The number “400 - 450” was estimated by the author based on several accounts. Charles P. Larowe claims that about 60 percent of 743 men were black and this gives a figure of 450. In June 1963, 467 men were promoted, while 82 men became deregistered. The Longshore Jobs Defense Committee reported that 85 percent of the discharged men (70 men) were black. A 1964 ILWU internal documents states that about 70 percent of the promoted longshoremen were black. If this was correct, then it can be assumed that about 327 among 467 remaining B-men had been black. The total of the two numbers (327 + 70) makes 397. No record can be found indicating how many were black among the 200 who had left the industry by 1963. I thus estimated 400 as the minimum number and 450 as the maximum. See Charles Larowe, Harry Bridges: the rise and fall of radical labor in the United States (New York: L. Hill, 1972), p. 362; LJDC, “Report on the Victimization of B-men in the San Francisco Longshore Industry by the PMA and the ILWU,” (Aug 13, 1963), Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169C Box 2, Folder 2; ILWU, “Deregistration of “B” Men, San Francisco, 1963-1964” undated [Dec. 1964], BANC MSS 85/169C Box 2, Folder 3; Weir, “A Study of the Work Culture of San Francisco Longshoremen,” p. 132. According to an ILWU internal research, the percentage of black men in San Francisco and Oakland area locals went up to 47 percent in 1960. The figure presents most likely the total members in all locals in the area, including warehousemen’s and scalers’ locals. See Elizabeth Thornton, “Notes on the Composition of the ILWU Membership According to Race, Gender, Ethnicity 1934-1998,” p. 4, in “Diversity: Race, Gender, Ethnicity,” published by ILWU LEAD Institute, 2002, ILWU library.

<sup>7</sup> Weir claims that already about 50 percent of the longshoremen at the SF port was black by the end of 1940s. He might have included casual workers. See Weir, “A Study of the Work Culture of San Francisco Longshoremen,” p. 107.



respectively. Some of them applied for the job due to the persuasion of their relatives. But others might have applied for the job even without their relatives' advice because they had already been exposed to longshore work culture due to having longshoremen in their families. For example, Fred Hayes's brother-in-law worked on the waterfront, but Hayes got the news from the newspaper advertisement. Cleo Love, whose father-in-law was a longshoreman, also found the job solely via the newspaper.

In addition, having a longshoreman father did not guarantee getting a longshore job. Frank Nereu's father had been a "1934 man" and Nerue had tried to be his father's replacement when the latter became very sick in late 1940s, but he was told by Bill Chester that the union had stopped the practice of automatically giving out "fathers' books" to their sons. In 1959, Frank Nereu, along with his brother Manuel Nereu, Jr., applied successfully for the B-men job by going through the process just as other applicants.<sup>8</sup>

Just like the previous generation of black longshoremen, many young black workers were born and spent their childhood in Southern states, especially Texas, Louisiana, Arkansas, and Mississippi. Many came to California in the 1940s, often following their fathers who moved to California to look for a new life. For example, Timothy Ernest Carter, who was born in 1932 in Wichita Falls, Texas, moved to the Bay Area when he was about 10 years old, following his father, Timothy H. Carter, who had become San Francisco longshoremen. Edgar Dunlap was born in Gulfport, Mississippi in 1936. His father was a porter on trains travelling between New Orleans and Chicago. During the Second World War when his father's work schedule changed to passenger service between Oakland and

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<sup>8</sup> Fred Hayes, Interview, Reel # 11, May 21, 1979, Cleo Love, Interview, Reel # 24, February 17, 1979, and Frank Nerue, Interview, Reel # 32, January 14, 1980, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

Chicago, his family members moved to Oakland and he joined his family after staying with his grandmother in Mississippi for several more years.<sup>9</sup>

Their memories about the South had a wide range. Dunlap remembered Gulfport as not a place of “hardcore” segregation where the black community was physically distant from the white community:

It [segregation] did not bother me that much as a child... whites lived in the next block or across the street.... It did not bother me to use separate facilities. I accepted it. My Grandmother and mother explained to me to go to separate facilities. I did not ask any questions until I went to high school.

Some of them were very young when they left the South – a fact that was often given as the reason why they did not remember the full impact of racial segregation. Tim Carter, for example, stated, “I never recognized prejudice because I was too small. Nobody was mean to me.” The 1940 U.S. Census listed seven-year-old Tim living with his parents and an older sister in a black neighborhood in Burkburnett, a small town just to the north of Wichita Falls. It seems that segregation itself, as well as their ages, might have influenced their ideas about racism. When they were little, they had lived in black segregated communities where they had spent their childhood as happy kids without encountering many whites.

Fred Hayes was born in 1921 in El Dorado, Arkansas, but when he was 17 years old, he left Arkansas for Texas where he worked in several different places, including a gas station and a bowling alley.<sup>10</sup> When asked about racism in the South, he stated, “Racism did

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<sup>9</sup> Edgar Dunlap, Interview, Reel #4, December 3, 1978, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

<sup>10</sup> Fred Hayes, Interview, Reel # 11; and Fred Douglas Hayes. Ancestry.com. *California, Death Index, 1940-1997* [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000.

not apply to us kids much. I did not grow up with fear as a youngster.”<sup>11</sup> Although he spent the first 20 years of his life in Arkansas and Texas, he remembered himself in those days as a “kid.” He constantly looked for a job, but he did not seem to link this aspect of his life to racism. Rather, racism for him seemed to mean overtly violent actions by whites.

But Art Winters presented a different sentiment. Born in 1925 in Tennessee, he had left the South when he was thirteen years old, but he remembered drinking from segregated water fountains, going to an “old broken-down” school, and having to buy his own textbooks or get books from his old siblings when white students were provided with brand new textbooks. These things did not make sense to him and he often raised questions regarding the problems of inherent in the system of racial segregation.

For those who were born in the South, their new lives in the Bay Area presented a challenge in various ways. Many said that it was exciting. Some quickly adjusted. Carter remembered that he was teased a lot at first due to his southern drawl, but he learned quickly how to speak “a new language.” Attempting to cope with hassles from high school classmates led “Jackie” Hughes to take up boxing. He did not like fighting and he wanted to be an artist and writer, but he, in his own words, had to “survive.” He jokingly mentioned that when he learned how to fight, he became “the baddest nigger on the campus.” His classmates began to respect him.<sup>12</sup>

Not all young black men came from the South, but a substantial number of black B-men were born in the Bay Area. Louis Richardson, whose father was a railroad porter before becoming a longshoreman, was born in 1932 in San Francisco and raised in the Bay

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<sup>11</sup> Fred Hayes, Interview, Reel # 11.

<sup>12</sup> Arthur “Jackie” Hughes, Interview Transcript, p. 3, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 5.

Area. Bob Marshall was also born in the city in 1927 to a Colombian-born father and a Jamaican-born mother. Being born in the Bay Area did not shield them from experiencing overt and covert racism. While serving in the Korean War, Richardson became conscious about being “a California black” to white soldiers from southern states, who treated him as “a smart nigger, somebody that knew a little more about how to live than a southern black.”<sup>13</sup> Marshall was a brilliant student who passed an entrance exam to the Navy’s pilot program when he was only about 15 years old when the Second World War broke out. But when he was about to get into the program, he was told that no blacks would be actually accepted. He was told that he could get a job in a dining room, instead, or enlist in the army. Marshall stated that it was “the first time of awakening of what societal discrimination was about.”<sup>14</sup>

Frank and Manuel Nereu, Jr. were also born in San Francisco. Their parents had emigrated from the Cape Verde Islands. Their father, Manuel Nereu, had worked on the waterfront beginning in 1927 until he died in the late 1940s. He identified himself as Portuguese, rather than black, and when Frank was born in California in 1930, he reported his son’s racial category as “Caucasian” on the birth certificate, although the 1930 U.S. census taker had marked him as “black” on the census. Frank claimed that he and his family considered themselves neither black nor white, but he was labeled a “black Portuguese.” Due to the discrepancy between self-identification and the imposed racial identify, Frank seemed to become conscious about the race issue.<sup>15</sup>

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<sup>13</sup> Louis Richardson, Eathan Gums and Mack Hebert, Interview transcript, p. 6, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 11.

<sup>14</sup> Robert Marshal and Bill Edwards, Interview, Reel #26, April 18, 1984, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

<sup>15</sup> Frank Nerue, Reel #32, January 14, 1980, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

Like the old generation of black longshoremen, some of the B men had worked in many different jobs in the South before they came to California, and even afterwards. Working constantly since early age was what Cleo Love also had to do. He was born in 1927 in Mississippi. His father passed away when he was little and his mother moved with Cleo and his baby brother into her parents' house located in an "all-black neighborhood." Love worked as a "bus boy" and dish washer in a restaurant owned by a white man. He left his family when he was 14 years old and came to San Francisco where his uncle and aunt lived. He worked in many different workplaces, including, a horse race track, a car wash, Sanford Hospital, and a rental car service.<sup>16</sup>

Nevertheless, many young black men had different occupational experiences from those of the first generation of black longshoremen. For one, many of them had served in the military. Fred Hayes enlisted in the U.S. army during the Second World War and served for three years working as a quartermaster. Louis Richardson, Edgar Dunlap, and Oliver Geeter also enlisted in the armed forces. Ulysses Hawkins had served in the navy.

Warehouse work was one of the most prevalent former jobs that black B-men held and ship scaling was the next. After serving in the army, Fred Hayes moved in 1946 to San Francisco and worked for 13 years in warehouses. Many other black B-men had been "warehousemen" in the Bay Area and thus were members of ILWU Local 6. George R. Williams who worked as a warehouseman for 11 years was one of them.<sup>17</sup> Several others,

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<sup>16</sup> Cleo Love, Interview; and Cleo Love, U.S. Census 1940, Crosby, Wilkinson County, Mississippi; Roll: T627\_2078 ; Page: 4B ; Enumeration District: 79-10. Source Information: Ancestry.com. 1940 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2012.

<sup>17</sup> Half of the thirty-five B-men who filled out questionnaires in 1964 listed warehouseman as one of their previous occupations. See Questionnaires, December. 1964, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 1, Bancroft Library, University of California, Berkeley.

including Willie Jenkins Jr. and Willie Palmer, had worked as ship scalers and members of the ILWU Local 2. Some of the former warehousemen and scalers had performed longshore work as casuals. Tony Melvin, for instance, stated that he began working as a casual in 1954 and got a fulltime job in the warehouses by 1958. Johnny Cherry and Ellis Graves also mentioned that they had worked on the waterfront as casuals while being members of Local 6.<sup>18</sup>

These former warehousemen and ship scalers, especially those who had worked as casual longshoremen in Local 10, undoubtedly knew how to do the waterfront job and what to expect when they applied for the B-men status. Former seamen were also familiar with the nature of waterfront work and a substantial number of them had applied. Bill Edwards, Bob Marshall, and Mack Hebert had worked on ships under the jurisdiction of the Marine Cooks and Stewards Union until the union was dissolved in the mid-1950s.<sup>19</sup> After that, Hebert had worked until 1959 as a ship scaler.

However, some others had held occupations which had nothing to do with warehouse or scaler work. Reggie Saunders, who grew up in the State of Washington, listed that he had once been a “professional basketball player.” Willie Merritt, who was raised in Oakland,

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<sup>18</sup> Anthony Melvin and Willie Hurst, Interview Transcript, p. 6, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 9; Cherry, Interview, Reel #3; and Ellis Graves, Interview, Reel # 8, March 9, 1979, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California. Other former warehousemen were: Tim Carter, Johnny Cherry, Ulysses Hawkins, Fred Hayes, Charles Johnson, William Jones, Willie Merritt, Frank Nerue, Thomas Nisby, and Richards Jeremiah. Weir made a claim that B-men were recruited not from the pool of casual longshoremen because the PMA wanted to make sure that “the major source of trained longshore casuals would not dry up” by not placing them on the “B list.” Weir’s account does not seem accurate, but when considering that only about 700 men were hired as B-men, whereas there were over 4,000 casuals, and not all of the B-men had been working as casuals, Weir’s claim does not contradict the result either. Weir, “A Study of the Work Culture of San Francisco Longshoremen,” p. 126.

<sup>19</sup> Ulysses Hawkins, National Cemetery Administration, U.S. Veterans Gravesites, ca. 1775-2006 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2006; Bill Edwards, Interview, Reel # 5, March 29, 1984; Bill Edwards and Bob Marshall, Interview, Reel # 6; and Louis Richardson, Eathan Gums and Mack Hebert, Interview Transcript.

played professional baseball at one time, probably in the mid-1950s. He quit playing ball when he experienced egregious segregation and discriminatory treatment when he played class “A” baseball in Florida. Louis Richardson also played baseball in the “Negro League” while a student at Berkeley High School before he enlisted in the army during the Korean War. Both Arthur “Jackie” Hughes and Walter Robinson became well known on the waterfront due to their previous careers as boxers. Hughes had won a Golden Glove as an amateur sometime in the 1950s.

Younger black longshoremen received longer formal education than their older counterparts. Most B-men were high school graduates or had received at least 11 years of education.<sup>20</sup> Exceptions seemed to be some of those who came from the South. Fred Hayes finished only the 7<sup>th</sup> grade in El Dorado. Melvin Kennedy, who was born in 1925 and grew up in Palestine, Texas, listed that he completed only the 5<sup>th</sup> grade, although he lived with family relatives in New York City for twenty years until he moved to the Bay Area in 1956. He never mentioned in his interview the reason why he did not continue his schooling, but it might be possible that he constantly had to work. He reported that he had worked in a Ford factory before enlisting in the army during the Korean War. In the Bay Area, he got a job in warehouses until he became a B-man. Tony Melvin and Theodore Tolliver, both of whom grew up in Houston, Texas, finished the 9<sup>th</sup> and 7<sup>th</sup> grades, respectively.<sup>21</sup> According to a report published in 1960 by the Division of Fair Employment Practice Division of California Department of Industrial Relations, 39 percent of black Californians did not advance in

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<sup>20</sup> Pilcher points out that applicants for B-men during the 1960s were required to have a high school education. See Pilcher, pp. 56-62.

<sup>21</sup> Questionnaires. It might be possible that they did not write down all the education they received in their questionnaires. For instance, Love indicated in the questionnaires that he finished the 8<sup>th</sup> grade in Mississippi and did not write down further, but he revealed in his interviews in a passing manner that he continued schooling while working in San Francisco. See Love, Interview, Reel #24.

school beyond 8<sup>th</sup> grade. Among San Franciscans, “non-whites” completed an average of 10.3 years of schooling.<sup>22</sup> Compared with this record, the black B-men in Local 10 received more formal education than the larger pool of black adults in the area.

For many working class black men, longshore work was considered a good and stable job. Willie J. Hurst, Jr., who had been working in warehouses for a year after finishing his high school education, expressed that “everybody identified working on waterfront as making good money.” His father, who had to stop working due to his heart condition at the warehouse where Hurst, Jr., replaced him, was happy when his son got the job.<sup>23</sup> Arthur “Jackie” Hughes, whose future seemed to be promising as a boxer, quit the fight to be a longshoreman. He was twenty four years old when he married 19-year old Elvester Nisby in 1958. His father-in-law, Wiley Nisby, who was a winch driver on the waterfront at that time, strongly urged Hughes to apply for the job by telling him that it was “*a good job for a family man.*” According to Hughes, people had a perception that longshoremen would never get fired.<sup>24</sup>

But being a longshoreman meant more than economic stability. Being a longshoreman was “a status symbol” due to the 1934 strike, just as Tony Melvin claimed.<sup>25</sup> Oliver Geeter recalled that when he got the job, his neighbors in the black community instantly respected him. Sydney Roger, a white man who worked as a ship clerk in San Francisco as a member of Local 34 in the 1950s, remembered a story told by a black worker who would walk “real slow down the street” in Fillmore, a black neighborhood in San

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<sup>22</sup> Negro Californians (San Francisco, California: State of California, Department of Industrial Relations, Division of Fair Employment Practices, 1963), pp. 20, 34

<sup>23</sup> Willie Hurst, Interview Transcript, p. 1, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 6.

<sup>24</sup> Hughes, Interview transcript, pp. 9-11.

<sup>25</sup> Tony Melvin and Willie Jenkins, Interview transcript, p. 3.



Francisco, with his longshoreman's clothes on -- stevedore white cap, black jeans, and hickory shirt – and a longshoreman's hook in his back pocket to impress people. Then, he was treated with respect and admiration in the area. He stated, "I could borrow money from the Morris Plan, I could get anything I want because a man in the longshore union was considered A-number-one in the Fillmore."<sup>26</sup> On the day when they got their "B-men books," as Stan Weir later recalled, three black guys showed off their books as if they were "gold medallions." Weir continued, "It was a big deal for these black guys – it was the realization of their hopes and dreams."<sup>27</sup>

Although black men constituted a majority of the B-men, there were some Latin American descendents among them, although their precise number remains unknown.<sup>28</sup> There were also a few Asian Americans: Larry Yamamoto was one of them. According to his recollection, about six to eight B-men were Americans of Asian descents.<sup>29</sup> He remembered that before he was hired, very few Asian Americans had been working on the San Francisco waterfront, and not many had applied in 1958 for the job.<sup>30</sup> He claimed that the number was low because they seldom sought jobs during this time outside their respective ethnic communities. More difficult to measure is how many were Native

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<sup>26</sup> The black man, whose nickname was "New York," was not an actual longshore local member but was a warehouseman working as a casual longshoreman. But he never told the people in the neighborhood that he was not one. See Sydney Roger, Interview transcript, 1998, p. 546, "A Liberal Journalist On the Air and On the Waterfront: Labor and Political Issues, 1932-1990," Calisphere, University of California, [http://content.cdlib.org/view?docId=kt1000013q&chunk.id=d0e19147&brand=calisphere&doc.view=entire\\_text](http://content.cdlib.org/view?docId=kt1000013q&chunk.id=d0e19147&brand=calisphere&doc.view=entire_text), May 20, 2015..

<sup>27</sup> Weir, Interview, Reel #42.

<sup>28</sup> Weir, Interview, Reel # 41.

<sup>29</sup> Larry Yamamoto, comment at LaborFest forum entitled "ILWU and Japanese Americans," National Japanese American Historical Society, San Francisco, July 19, 2014.

<sup>30</sup> Karl Yoneda, Japanese American labor activist, was one of the few Asian American longshoremen who began to work in Local 10 in the 1930s. For more details about Yoneda, see Chapter 2, note # 31, above.

American descendents.<sup>31</sup> A couple of black B-men in their interviews reveal their mixed ancestry with American Indians. Ellis Graves's father was an Indian in Kansas, so was Winters' grandmother in Tennessee.

It is also difficult to know how many were foreign born.<sup>32</sup> Mario Vittorio Pietro Luppi seemed to be an Italian immigrant, but census and other public records revealed that he was born in 1923 in San Joaquin County in California. At some point in the 1930s, however, he left for Italy with his father and received high school and college education there. In 1951 at age 27, he returned to California where he changed his name to "Mario Victor Luppi" in 1953 when he married Rose D. Parisi.<sup>33</sup> Although he was born in the United States and despite attending a medical school in Italy for three years, because he grew up and was educated in Italy, before he became a B-man, he held various occupations that were typically held by many Italian immigrant working men, such as a butcher and garbage man and a worker at a McCormick spaghetti factory.

## 2. B-men and the Dispatching System

When the B-men were hired, they had to learn about the detailed workings of dispatch system that the local had adopted since 1951, which proved to be no small task.

Until that year, longshoremen had been using since 1934 the "plug-in" board system, by

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<sup>31</sup> Joseph "Indian Joe" Morris was a member of the Blackfoot tribe and might have been hired as a B-man in this year. He became a Local 10 officer in the early 1970s and organized solidarity actions among San Francisco longshoremen on behalf of Native Americans' movement to occupy in the Alcatraz Island in 1970. *The Dispatcher*, January 28, 1970, p. 5.

<sup>32</sup> In matter of fact, a lot of portion of longshoremen in San Francisco in the 1940s were born in foreign countries, just like Harry Bridges who was born in Australia.

<sup>33</sup> Mario Victor Luppi, Ancestry.com. California, Death Index, 1940-1997 [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2000; Ancestry.com. 1930 United States Federal Census [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2002; Ancestry.com. New York, Passenger Lists, 1820-1957 [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2010; Ancestry.com. California, Marriage Index, 1949-1959 [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2013.

which workers had rotated work opportunities by placing their metal “plugs” on the boards that were installed on the wall of the hiring hall. The boards created the sequence of the work opportunities among the workers in separate categories of their respective skills or status.<sup>34</sup> In 1951, Local 10 introduced a new method by which longshoremen, when they reported to work, wrote down their registration number and accumulated work hours on different “sign-in” sheets reflecting their respective categories. Based on the sign-in sheet information, dispatchers made a “master” sheet by writing the registration numbers of the workers in the order of their accumulated hours. Among the men who signed in, those who had accumulated lowest work hours would be the first ones to be dispatched, the next lowest ones would be the next out, and so on. The longshoremen referred to this method as the “Low-Man-Out” system or “LMO.”<sup>35</sup>

The A-men, many of whom held more skilled positions and worked more frequently as deck or dock men, had more options in choosing the day’s jobs than B-men at the hiring hall because they were dispatched first. If they chose to skip a day’s work, they could do so by not signing in as available for work with the dispatchers at the hall. Even after signing in, they could refuse to take a job if they did not find any work they wanted or by simply not showing up. “Flop” was the term that longshoremen used to describe this kind of action. If they flopped, they had to add a certain amount of hours to their total work hours as a penalty -- a process that forfeited their right to be in the “low-man” position. In addition, they were

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<sup>34</sup> For the details of the previous dispatching system, see Chapter 1, above.

<sup>35</sup> The new system began in late 1950 with winch and lift drivers first and then slowly expanded to all categories of longshoremen during 1951. See *Local 10 Longshore Bulletin*, November 1950-December 1951; *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Appeal from a Final Judgment of the United States District Court for the Northern District of California, Norman Leonard, “Brief for Appellees, ILWU,” filed June 28, 1978, National Archives and Records Administration, Kansas City, Missouri.

not allowed to sign in again for 24 hours. If an A-man was already on a job, he could still come back to the hall and call for a replacement, but he would have to pay the same penalty as those who flopped. Nevertheless, there was no risk of losing their status as longshoreman because they were required to work only a minimum 800 hours a year – or on the average two days a week -- in order to keep their registration status.<sup>36</sup>

B-men, on the other hand, did most of the hold work, which was the hardest and most dangerous job. They were dispatched after the available A-men had taken their jobs and thus B-men had few choices. In addition, requirements for the B-men had been considerably changed from those for previous B-men.<sup>37</sup> The Port Committee set a rule that B-men were “not permitted to volunteer or to choose jobs, but must take the jobs handed or assigned to them at the dispatching windows.”<sup>38</sup> Even worse was that days could pass by without getting any work, but they had to show up at the hiring hall almost every day due to the 70-percent availability requirement. The obligation of being “available” could be satisfied if a B-man signed in, showed up to the hall next day, and appeared at the window when a dispatcher called his registration number, and performed the assigned job. It also could be satisfied, if he signed in, showed up next day to the hall, but his registration number was not called because no more jobs existed. According to a 1958 memorandum,

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<sup>36</sup> Weir, “A Study of the Work Culture of San Francisco Longshoremen,” p. 169.

<sup>37</sup> For the transformation of their working conditions, see Chapter 3, above.

<sup>38</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Appeal from a Final Judgment of the United States District Court for the Northern District of California, Norman Leonard and Richard Ernst, “Appendix to Defendants’ Briefs,” filed July 11, 1978 [Exhibit CF, “Minutes of Special Meeting of the Longshore Labor Relations Committee of San Francisco,” June 17, 1959], p. 89, National Archives and Records Administration, Kansas City, Missouri.

“availability” was defined as “willingness and availability to take any type of work at any time” that was offered and “regardless of the duration of the job.”<sup>39</sup>

The problem was that during the first year there was not enough work for all B-men to make a decent living. Nevertheless, B-men had to sign in and show up at least five days a week in order to keep the 70-percent availability rule. Charles J. Johnson, one of the B-men, described the first year’s working conditions as follows:

We did the hardest work or we didn’t work at all. I was given a job one day a week, sometimes none at all, even though I reported every morning and remained available from 6:30 A.M. until 8:00, when they would O.K. the sign-in board which reported you as available for work that day.<sup>40</sup>

Louis Lacy also stated, “When I got the job, my future looked better. But during the first year, we did not get much work. I resented being a B-man.”

Coastwise data collected in 1959 showed that a B-man worked for an average of 618 hours, making only \$3,406. The average earnings of the B-men in 1960 and 1961 did not get much better: They earned only \$3,988 and \$3,908 during the respective years.<sup>41</sup> Max D. Kossoris, who was hired in 1959 by the PMA to study the longshoremen’s productivity, reported that the work hours that both B-men and casual workers performed counted for only about 14 percent of all man-hours worked in that year.<sup>42</sup> The average earnings of Local

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<sup>39</sup> Ibid., Exhibit 2, “Memorandum of Rules Covering Registration and De-registration of Longshoremen in the Port of San Francisco,” March 18, 1958, p. 73.

<sup>40</sup> Charles J. Johnson, Letter to the editor, [n. d., & n. p.], Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169C, Box 2, Folder 1 (“Stan Weir, mix of papers”).

<sup>41</sup> It should be acknowledged, however, that coastwise average earnings cannot explain discrepancies in earnings of B-men in between different locals. In addition, each year a number of B-men dropped out of the industry in the middle of the year, but the statistics might have included them and their earnings in calculating the average. For the records of the earnings and numbers of the B-men, see Fairley, Appendix, pp. 398-399, Table 3 and Table 4.

<sup>42</sup> Max D. Kossoris, “Working Rules in West Coast Longshoring,” *Monthly Labor Review* Vol. 84:1 (January 1961), p.2.

10 longshoremen might have been slightly higher than those of members of other locals because more cargo came to the Bay Area and thus there was more work, but when considering that the median income of black males in the San Francisco-Oakland area in 1959 was \$3,694 and that of white males was \$ 5,298, both white and black B-men were making more or less the median income of the black male in the area.<sup>43</sup> The A-men's earnings were a different story: In 1959, A-men worked for an average of 1,668 hours and earned \$6,087 -- an amount that did not include fringe benefits.<sup>44</sup>

Because they had to show up almost every day at the hiring hall even when the prospect of being dispatched was low, it proved difficult for B-men to hold a second job. Moreover, the 1958 rules prohibited B-men from taking any other full-time job and non-availability could be a cause for deregistration. In addition, the B-men list was revised annually based on availability records of the past year and they were dispatched the next year in the order of their availability rate from the highest to lowest.<sup>45</sup> This indicated that through the availability rule, the employers profited from having the “stable” and “flexible” workforce, whereas B-men could not control their own work and life schedules.

Anthropologist William Pilcher, who worked as a longshoreman in Portland and wrote about Portland longshore culture, summed up the unequal relationship between A-men and B-men:

The basis of the hiring system is supposed to be complete equality in work opportunity for all longshoremen, but this equality only exists within the status categories. The B-men are very much second-class citizens within the hiring hall context, since they do not share equal work opportunity with the A-men.<sup>46</sup>

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<sup>43</sup> Negro Californians, p. 29.

<sup>44</sup> Fairley, Appendix, p. 399, Table 4.

<sup>45</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, Norman Leonard and Richard Ernst, “Appendix to Defendants’ Briefs,” filed July 11, 1978, pp. 72-73 and 76-77 [Exhibit 2, “Memorandum of Rules Covering Registration and De-registration of Longshoremen in the Port of San Francisco,” March 18, 1958].

<sup>46</sup> Pilcher, p. 64.

### 3. The impacts of the Changes in Work Rules

When the B-men applied for the job, they could not have known to what extent their working conditions were to be changed from what previous workers had enjoyed since the late 1930s. Although the B-men worked for about one and a half years before the Mechanization and Modernization Agreement was submitted for a coastwise referendum, they could not participate in the voting process due to their non-union status. But the agreement unprecedentedly changed the working conditions of longshoremen. The changes, however, did not occur due to an introduction of containerization or mechanization. Containerization began to be influential only in the late 1960s and became a dominant mode of transportation in the 1970s. By 1963, less than five percent of all general cargo tonnage at Pacific coast ports was containerized.<sup>47</sup> During the early 1960s, changes in manning scales – the reduction of the basic gang size and the number of workers in each operation--, the relaxation of work rules, and ensuing speed-ups became the means for the employers to achieve profits.

After the 1934 strike, the San Francisco longshoremen had increased the size of the basic gang to sixteen, consisting of six hold men, six dock men, two winch drivers, one jitney driver, and the gang boss. When loading, two more hold men had been dispatched, while the number of dock men had been reduced to four. But the M & M Agreement reduced the size of the basic gang to only nine by eliminating four dock men, two hold men, and a winch driver. The agreement stated that more men shall be added to the basic gang

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<sup>47</sup> Marc Levinson, The Box: How the Shipping Container Made the World Smaller and the World Economy Bigger (Princeton: Princeton University Press, 2006), p. 117.

when cargo was to be hand-handled, the load was “onerous,” or a safety concern was raised. But it was the employers who would decide whether more men were needed and they were allowed to hire their “own employees” as extra men.<sup>48</sup> The contract language, however, was unclear about what an “onerous load” meant and who the employers’ own employees were.

The problem of the reduced gang size for longshoremen was compounded with the relaxation of sling load limits. As soon as the M & M Agreement was ratified in January 1961, the employers were eager to increase the sling load. In 1937, the union had set the standard for sling load weights for various commodities and no sling could be weigh over 2,100 pounds.<sup>49</sup> The M & M Agreement stipulated that if the condition and the method of an operation were the same as in 1937, the sling load limitation would remain effective as before. It still kept the old list of commodities and their maximum loads. But the agreement allowed the employers to decide what the load size should be when new commodities were handled or a new method was used.<sup>50</sup> The employers increased the load in many cases by arguing that conditions had changed in the operation. In some cases the sling was overloaded up to as much as 4,000 pounds.<sup>51</sup> This caused numerous disputes between the employers and the longshoremen over the meaning of the section of the contract agreement.

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<sup>48</sup> Pacific Coast Longshore Contract Document, June 16, 1961-July 1, 1966, Section 10, “Organization of Gangs, Gang Sizes and Manning, and Methods of Dispatching” p. 47-51.

<sup>49</sup> Marvel Keller, Decasualization of Longshore work in San Francisco (Philadelphia, Pennsylvania: Works Progress Administration National Research Project, 1939), Appendix E, “Maximum Loads for Standard Commodities: Pacific Coast Ports,” effective July 26, 1937, pp. 143-146.

<sup>50</sup> *The Dispatcher*, October 21, 1960, p. 5; and Pacific Coast Longshore Contract Document, June 16, 1961-July 1, 1966, Section 14, “Sling Load Limits,” p. 55.

<sup>51</sup> Levinson, p. 117.



In February 1961 right after the M & M Agreement had become effective, several disputes were already reported in San Francisco over the size of sling loads.<sup>52</sup> In one case, workers complained that when the load was doubled, they could not move it on 4-wheelers to the place of stowage unless supplied with more men or machines. They consequently had to “belly pack” the sacks or carry sack by sack, instead of using 4-wheelers. In another incident, workers asked for more men to be dispatched to move a 3,180 pound sling load. But, instead, they were told to belly pack 100-pound sacks of rice. While a business agent of the union instructed that each sack should be moved by two men, the employer ordered each man to carry a sack by himself. When the workers refused to follow the employer’s direction, they were fired.<sup>53</sup>

The union protested and wanted to pass a resolution that oversized loads were “onerous” to handle and thus more men or machines should be added in handling them. But the employers insisted that the matter should be dealt with case by case through the grievance procedure stipulated by the contract and that arbitration decision on a particular case should be applied “only to the particular situation on a particular ship” – a demand that exploited the situation in which the grievance process dealing with a case could easily take as long as several years to resolve. Indeed, it took three years for the case involving belly packing rice sacks to finally reach the Coast Arbitrator. Moreover, the employers insisted that when each case was dealt with, a decision on one case could not influence other

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<sup>52</sup> The Agreement was ratified by longshoremen in January 1961 and changes would be effective immediately, but the benefits, such as wage increases and the retirement fund, would be paid not until July. *The Dispatcher*, January 13, 1961.

<sup>53</sup> Disputes occurred throughout the 1961. See Local 10 *Longshore Bulletin*, May 11, 1961; and Fairly, pp. 196-197.

overload cases under different occasions and conditions. This meant that even if the union's opinion prevailed in arbitration in one case, it would be limited to that particular case.

Employers also argued that they were entitled to choose any size load because the new contract agreements gave them power to do so.<sup>54</sup> Because the provision stated that if there was any change in the methods of operations from the 1937 condition, then the employers did not have to maintain the sling load limit as listed. But as Fairley points out, no condition could possibly be the exactly same as in 1937 and thus the contract language gave the employers "greater freedom than in fact they had." For example, employers argued that using pallet boards made the condition different and tried to legitimize oversized loads when they used pallet boards. Fairley thus stated that the union ended up preserving less power than it had thought to have during negotiations and upon agreeing to the clause.<sup>55</sup>

The dispute over the size of a sling load continued throughout the first couple of years and workers' general dissatisfaction with the situation could be measured by the expression "Bridges' loads," which they used to refer to the oversized loads.<sup>56</sup> By 1963, dissident voices within the union increased significantly.<sup>57</sup> In response to the workers' complaints, Harry Bridges advised them to agree among themselves to slow down their work because the union could do nothing about it and to demand that the employers expedite the mechanization process in order to eliminate workers' physical burdens. Examining the process, economist Hartman wrote in the late 1960s that "the employers, for the most part, devoted their effort to trying to squeeze more physical labor from the workforce, rather than

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<sup>54</sup> Fairley, pp. 198-199.

<sup>55</sup> Ibid., p. 196.

<sup>56</sup> Larowe, p. 356.

<sup>57</sup> At a Local 10 meeting in 1963 workers brought up recalling the leadership, but the local's executive board "censured the speaker, according to Larowe. Ibid., p. 357.

innovating or undertaking new investment.”<sup>58</sup> Historian Marc Levinson points out the irony of the situation in which the roles of the two parties switched: The union demanded the employers expedite the mechanization process, while the employers hesitated to spend money on the process.<sup>59</sup>

In 1959, the ILWU had given up the “on and off” practice in exchange for two fifteen-minute bathroom breaks a day.<sup>60</sup> Disputes over this policy had also begun to occur soon after. San Francisco members raised the question whether the employers would dispatch replacements for those who took a bathroom break. If not, how could workers not practice on and off during relief period unless all gang members stopped working? The employers soon claimed that workers were abusing the relief periods. Workers had apparently begun working late or quit early by using a bathroom break at the beginning or ending of their shifts. The employers won an arbitration award ordering that no longshoreman be allowed to take a relief time during the first and last hours of each half of a work shift.

However, Local 10 won a case in arbitration regarding a manning scale and on and off practice in “reefer hatches” that contained frozen foods. While employers insisted that four hold men ought to work at all times in a reefer hatch, the union successfully argued that at least six hold men were needed and a three-on and three-off operation was necessary because no man should work in an extremely low temperature all day. Their argument prevailed because it was considered as a health and safety issue.<sup>61</sup> These disputes demonstrated that a contractual work rule change could not be easily implemented without

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<sup>58</sup> Hartman, p. 150.

<sup>59</sup> Levinson, p 117.

<sup>60</sup> See Chapter 3, above.

<sup>61</sup> Local 10 *Longshore Bulletin*, December 11, 1959.

workers' resistance. Nevertheless, as San Francisco longshoreman Reg Theriault points out, it was much harder for workers to continue on and off because of the reduction of the basic gang size. A fewer number of hold men had to do the same amount of work that had been done with eight men and thus the employers virtually prevented the practice. In Theriault's terse expression, "the bosses won that one."<sup>62</sup>

#### 4. B-men and Working Conditions

Although complaints were filed and disputes rose regularly, Lincoln Fairley believed that many incidents were not protested because a large number of the hold men were either B-men or casuals. The lack of job protection hindered B-men from bringing up many complaints stemming from the jobsite. Fairley speculated that many B-men were "anxious not to antagonize" the employers who were part of the joint committee making decisions on their promotion, yet he also claims that B-men's complaints might have been limited because gang stewards, who usually observed and reported contract violations on the jobsite, seldom worked among B-men gangs due to their non-union status. Fairley also surmises that complaints were not filed merely because many B-men were not familiar with the content of the contract.<sup>63</sup>

Moreover, according to Weir, the relaxation of sling load limits and the wholehearted effort by employers to eliminate four-on and four-off practices resulted in speed-ups that led to the escalation of accident rates.<sup>64</sup> The 1964 questionnaires revealed

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<sup>62</sup> Theriault, *How to Tell When You're Tired*, p. 102.

<sup>63</sup> A letter from a B-man to the editor of *Local 10 Longshore Bulletin* indicated that a copy of the contract and working rules was not given to B-men by November 1959. *Local 10 Longshore Bulletin*, November 13, 1959.

<sup>64</sup> Weir, "The ILWU: A Case Study in Bureaucracy," *New Politics*, Vol. III, No. 1 (Winter, 1964): 25.

that half of those B-men filling out the questionnaires had been injured while working on the waterfront between 1959 and 1963.<sup>65</sup> Most of them listed that their backs, knees, legs, toes, elbows, or shoulders had been injured or fractured. Ellis Graves wrote that he hurt his ribs. Ulysses Hawkins stated that his heart was permanently damaged. Fairley countered the argument, but he admitted that accident rates rose in 1960 and 1961. He claimed that the increase in accident rates was not due to the “decline in on-the-job militancy” against speed-ups but was rather attributed to the increasing proportion of B-men who lacked work experience, and had no preliminary training offered to them.<sup>66</sup> Based on the data and Fairley’s arguments, it can be argued that most likely the combination of multiple, but related, factors affected the result: inexperienced and unprotected B-men did the most dangerous work during the transitional period when the work rules were changing and the work conditions were becoming more precarious and unpredictable – all at a time when the union was not prepared to deal with the consequences of the changes in work rules and was unwilling to protect a new generation of longshoremen.

Charles J. Johnson described his working conditions during the early period when no training was given to him:

When I went down there [waterfront], I did not know anything. . . . No training. It was “OJT” (on the job training). . . . They did not give us no teaching. . . . There was one man down to the hold and I did not like the man because he hollered at me because I did not know [what to do].<sup>67</sup>

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<sup>65</sup> Questionnaires.

<sup>66</sup> Fairley, p. 210.

<sup>67</sup> Bob Birks, Charles J. Johnson, and Reggie Saunders, Interview, Reel #1, October 10, 1978, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

Johnson thought that the man, who might have been a walking boss, gang boss, or a winch driver, had no excuse for yelling at him because no training was given to him and thus he would not just silently take it. He thus said:

If I learned how to do it and he hollered at me, then I would take it in consideration, but [my attitude was,] “I will do the best I can, but if you do not give me any training, then you cannot holler down at me. What would you try to do to me?”

Johnson stated that it was “like going back to the slavery time” because he felt that the man was trying to *take manhood away* from him. He continued, “[He treated me] like I was an animal... like I was stupid and dumb, but I wasn’t one.” Johnson was not the only B-man who felt that his humanity and adulthood were not respected. Art Winters stated, “We were talked to like children... on the job.”<sup>68</sup>

Because of harsh working conditions, lack of enough earnings, and having less equality, a substantial number of B-men left the industry.<sup>69</sup> But many black men endured the difficult situation. There might have been several reasons why more black men remained. For example, chances to get a new job, especially a decent one, for black men were more difficult than for their white counterparts due to racial discrimination. This must have influenced their decision to stay on the waterfront. Nationwide statistics show that unemployment rates among white men between 1958 and 1961 were between 5 and 7 percent, whereas those among black men were twice high.<sup>70</sup> Younger black men in urban

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<sup>68</sup> Willie Jenkins, Jr., with Art Winters, Interview Transcript, p. 3, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 7, Bancroft Library, Berkeley, California.

<sup>69</sup> By the end of 1962, about 200 B-men left the industry.

<sup>70</sup> U.S. Department of Labor, The Economic Situation of Negroes in the United States (Washington D.C.: U.S. Government Printing Office), p. 5, Table 7.

settings of the era experienced more difficulties in getting a good job.<sup>71</sup> California statistics reveal that in 1960 in the San Francisco Bay Area, 55 percent of black working men's occupations were listed as general "laborers," "operatives and kindred workers," or "service workers." In contrast, 50 percent of white male employees were professionals, technical workers, craftsmen, and managerial workers.<sup>72</sup>

In addition, their registered status, although in an inferior one, gave them a sense of job security. Unlike casual workers, they could not be "summarily dismissed from the waterfront."<sup>73</sup> Their expectation that they would be soon promoted to A status also encouraged them to stay on the waterfront. At a 1959 special meeting of all B-men, which was compulsory, the union told them that they would work under the 1958 contract and that they would be promoted to A-men within six months to one year.<sup>74</sup>

Moreover, in spite of its difficult nature, hold work gave them some autonomy over their work because constant supervision by the bosses was impossible. Moreover, mechanization and automation had not dominated the work processes in almost all operations yet. Hold men thus still enjoyed figuring out and making decisions on how to lift, move, and stow various kinds of cargo and performed the work together accordingly. Their

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<sup>71</sup> Steve Estes, I Am A Man: Race, Manhood, and the Civil Rights Movement (Chapel Hill: University of North Carolina Press, 2005), p. 109.

<sup>72</sup> State of California, Department of Industrial Relations, Division of Fair Employment Practices, Negro Californian (San Francisco, 1963), p.26, Table 15.

<sup>73</sup> Many casuals were working as hold men side by side with B-men, and Weir described his feelings of guilt about a situation when he worked with a casual man as his partner who was paid by hour and gained no benefits from the contract. He also recorded a case in early 1960 in which scaler casual workers distributed leaflets in the hall to draw the attention from registered longshoremen to their unjust and unequal working conditions. Longshoremen, however, almost never discussed the conditions of casuals, according to Weir. See Weir, "A Study of the Work Culture of San Francisco Longshoremen," pp. 124-126.

<sup>74</sup> *George R. Williams et al. v. Pacific Maritime Assn et al.* No. 20719. United States Court of Appeals for the Ninth Circuit, Stan Weir, Affidavit, (sworn in August 11, 1965), "Appendix to Brief for Appellants," filed September 12, 1966, National Archives and Records Administration, Kansas City, Missouri; Since the 1943 convention where the union adopted a resolution by which permit men's union membership initiation should be considered not later than six months of their employment as permit men, longshoremen typically had expected to be advanced after working for about six months. See Chapter 2, above.

job thus needed initiative, ingenuity, and coordination among hold men, especially between partners.<sup>75</sup> When black men's job opportunities in the area were largely limited to subordinated jobs, including janitors, cooks, and garbage collectors, waterfront work still provided black men with a sense of independence, workmanship, and manhood.

Johnny Cherry, who was just about 20 years old at the time, expressed, "I considered myself as a macho man, so I liked the job. It was exciting."<sup>76</sup> Mack Hebert, who had made good amount money as a seaman and owned a house and a car at the time when he applied for the job, stated:

[longshore job was] the only job that I ever had in my life that I can say I loved, simply because it was a man's job. You used your muscle, you used your body. And it wasn't monotonous, because it wasn't something that I would do the same thing over and over and over.<sup>77</sup>

Tim Carter also mentioned:

It was really interesting work... because we had to figure out how much we could load onto a ship and so forth. And also because working as a team. Eight people loading -- you got to have a team. It [working with a partner] was all about recognition of what you were supposed to do. You didn't want to make your partner work more. You had to equalize the work.<sup>78</sup>

Carter acknowledged that working as partners made longshoreman get to know each other extremely well. And partnership would expand to a group of people who would team up together.

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<sup>75</sup> For more details about teamwork and solidarity under tradition methods, see Chapter 1, above.

<sup>76</sup> Cherry, Interview, Reel #3.

<sup>77</sup> Hebert, Interview transcript, pp. 8-9.

<sup>78</sup> Tim Cater, Interview, Reel #2, September 6, 1979, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.



Weir's first partner was Mario V. Luppi, an educated Italian-American who would become his lifetime friend. Bill Edwards soon also became one of Weir's partners. Weir described Edwards as a worker who was exceptionally good at what he was doing. Besides, he was politically savvy and conscious. Born around 1920, Edwards went to a navy training school during WWII. As a black man, he joined the Marine Cooks and Stewards Union, which was one of the rare interracial unions promoting racial equality and democracy within. He quickly became a chief steward and also one of the top officers of the union. He led the 1948 strike in the Oakland strike headquarters, and during the Korean War, he was elected as the chief dispatcher of the local union. However, in the mid-1950s, the union faced the demise of its existence due to the Taft-Hartley Act and its encouragement for anti-Communist unions to manipulate NLRB representation elections. In addition, FBI surveillance and a U.S. government "screening" program against "subversive" elements among maritime workers virtually prohibited Edwards from continuing the job. Out of maritime work between 1957 and 1958, he managed to find many different jobs. He was always commended as an excellent worker at every worksite and thus he never had any difficulty finding one job after another. Moreover, wherever he worked, he showed his skillful performances and thus he was used to working with many white workers.<sup>79</sup>

Like Edwards, Weir was a veteran labor activist. He had been politicized by Wobblies he met on a merchant marine ship during the Second World War. Having organized the 1934 strike, the Wobblies taught him the history of and the lessons from workers' self-activities for improving their working conditions and taking control of their work processes. One of the lessons was to never walk away from problems in the workplace

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<sup>79</sup> Edwards, Interview, Reel #5.

because otherwise the bad working conditions would continue and be handed down to subsequent workers. Following their lessons, Weir had been a “red-hot” union steward, leading a work-stoppage on a ship, and after leaving the ship he had continued to dedicate himself to the cause.

Nevertheless, Weir stated that by the time when he got the longshore job, he was not planning to “proletariatize” workers on the waterfront. He had not been able to keep a job for a long time in the early 1950s because of FBI surveillance and blacklisting, and as a consequence, he was, in his words, “completely laid low politically.” Besides, when his second daughter was born, he needed money to support his family. Moreover, he thought that working on the waterfront would give him some free time to reflect and write about what he had learned from the Wobblies and what he had done during the 1940s. As an ex-seaman, longshore work was what he was familiar with and he worked very hard to be recognized as a good worker. Weir boasted that he and Edwards were both “aces” at work and they enjoyed their partnership.

While describing the days when he partnered with Edwards, Weir conveyed the culture on the waterfront in terms of racial relations. He stated, “I was probably the first white guy who teamed up with a black guy.” Although many black men had been working at Bay Area ports since 1940s, white longshoremen had not traditionally partnered with them. The racist notion that black men could not do their work as well as white men might have been still prevalent on the waterfront. Weir recounted that the “old timers” looked at him and Edwards and tried to explain why Edwards worked so well by saying “some dog with ‘blue eyes’ must have jumped over the fence,” meaning that Edwards was a good

worker because somewhere in his family lineage there must be some white blood. Weir, however, felt that working with Edwards gave him prestige among black longshoremen.<sup>80</sup>

Edwards had personally known Bridges and Bill Chester before he got the longshore job. The Marine Cooks and Stewards Union and the ILWU had a close relationship in the past. Both were expelled from the CIO in the early 1950s because their officers refused to take oaths required by Taft Hartley Act asserting they were not members of the Communist Party. Edwards was one of the officers in the Marine Cooks and Steward Union who had worked strenuously for months to get help from the ILWU to “rescue” the union from its being merged into anti-Communist unions in the mid-1950s. For Edwards, Stalinism meant treating black and white workers as equals because he had experienced for the first time in his life that kind of environment in the Marine Cooks and Stewards Union.<sup>81</sup> The union not only equally distributed work opportunities among members but also promoted young blacks to official positions. The experiences also helped him shape the idea about what true unionism was about. He and Weir, therefore, shared the idea that B-men should be given equal treatment as much as A-men were given.<sup>82</sup> When B-men were told in 1960 that their promotion to A status would be “frozen” for a while, some B-men showed their opposition to the policy and became vocal about the problem of the M & M Agreement -- a stance that Edwards and Weir wholeheartedly embraced.

## 5. B-men and the Union

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<sup>80</sup> Weir, Interview, Reel # 41.

<sup>81</sup> Robin D. G. Kelley’s discussion regarding how Alabama black workers in the Share Croppers’ Union – another Communist dominated union – thought about Stalinism is useful in understanding Edward’s remark. Robin D. G. Kelley, Hammer and Hoe (Chapel Hill: The University of North Carolina Press, 1990), pp. 92-116.

<sup>82</sup> Edwards, Interview, Reel #5.

Although the B-men did not have a voice in union meetings due to their non-union status, they acted like union members in many ways. They paid six dollars for their “pro rata share,” which was assigned to all longshoremen to pay the costs of operating the hiring hall.<sup>83</sup> Some B-men perceived that their paying a pro rata share gave them some rights that union members enjoyed. Although they could not attend union membership meetings, they met among themselves during the first year (once a month) and voted in one of those meetings to pay two dollars in order to send ILWU delegates to the union’s biennial conventions.<sup>84</sup> After the first year, the union allowed them to observe from the balcony union membership meetings. In addition, by participating in the “Bloody Thursday” march each year, they tried to learn the history of the union and take part in the union’s traditions. By doing so, they thought that they were preparing themselves for being “good” longshoremen.<sup>85</sup>

In early 1960, Local 10 began a promotion process of the B-men. The local wanted to promote about 160 B-men to make up for the “natural attribution” of the number of A-men.<sup>86</sup> By early 1961, the local had finished the investigation process to select 160 men and requested the Coast Committee’s approval for the promotion.<sup>87</sup> It also intended to make a monthly promotion of a number of B-men equal to the number of those who would disappear from the industry due to death and retirement. However, the coastwise longshore

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<sup>83</sup> The membership dues were also six dollars. See Larrowe, Harry Bridges, p. 363.

<sup>84</sup> Local 10 *Longshore Bulletin*, July 24, 1959.

<sup>85</sup> Reg Theriault, one of the B-men, wrote later about an ILWU Local 10 membership meeting that he observed for the first time. Reg Theriault, The Unmaking of the American Working Class (New York: The New Press, 2003), pp. 17-34.

<sup>86</sup> In 1959, a total of 165 men left the local due to death, pension, transfer, and deregistration, and the local’s investigating committee went through the promotion process to make it up. Local 10 *Longshore Bulletin*, January 8 and March 11, 1960.

<sup>87</sup> Local 10 *Longshore Bulletin*, May 5, 1961.

caucus soon affirmed that the Coast Committee and International officers had the authority to determine registration processes, although the caucus asked the Committee to consider lifting the freeze on the registration.<sup>88</sup>

The local's effort to promote B-men during these years was never approved by the Coast Committee. Weir claimed that a lot of B-men felt discontented and their dissenting voices continuously grew. An unidentified B-man stated later how he felt about the freeze on promotion:

I thought it was unfair to make us stay as B-men. I felt I had spent enough time in B and that I was able to do the work of a longshoreman as well as any of the A men. I did not like being in a second class situation. . . . I simply was fed up with the idea that I was going to have to continue to be a B man and be shoved around by the A men. I believed it was unfair to give the A men the advantage of being able to choose and to not choose to do the heavier and more onerous work and that B-men had little opportunity to do the skilled work, which paid more money. I had been a B man since 1959, and so I felt that I should have my share of the easy work. . . .<sup>89</sup>

As a result, the Local 10 Executive Board decided to ask the B-men to elect three representatives and allowed them to be seated at the board's meetings.<sup>90</sup>

The B-men elected Stan Weir, Bill Edwards, and Bob Marshall as their representatives, all of whom were veteran labor activists. Bill Edwards and Bob Marshall had known each other for a long time because Marshall had also been active for many years in the Marine Cooks and Stewards Union until the union was dissolved in the mid-1950s.

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<sup>88</sup> Local 10 *Longshore Bulletin*, May 25, 1961.

<sup>89</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Appeal from a Final Judgment of the United States District Court for the Northern District of California, Norman Leonard and Richard Ernst, "Appendix to Defendants' Briefs," Filed July 11, 1978, pp. 133, National Archives and Records Administration, Kansas City, Missouri.

<sup>90</sup> Weir, Affidavit, 1967, pp. 56-57; Weir, Interview, Reel # 41, Aug 29, 1977; "Report on the victimization of B-men," p. 3. Judge George B. Harris, "Finding of Fact and Conclusions of Law," regarding *George B.[sic] Williams et al v. PMA et al*, Civil No. 42284, August 27, 1976, pp. 13-15, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 C, Box 2, Folder 2, Bancroft Library, Berkeley, CA. Regarding electing B-men representatives, some B-men remembered that it was suggested by Bridges. I decided to discuss Weir's account based on the fact that he wrote it in his affidavit.

Before he joined the Marine Cooks and Stewards Union, Marshall was interested in becoming a seaman when his initial dream of becoming a pilot for the U.S. Navy had been shattered due to the Navy's rejection based on his race. But when he went to the Sailors' Union of the Pacific (SUP), the union told him that it would not take any blacks. He subsequently joined the Marine Cooks and Stewards Union and soon became the primary representative of his ship's union members.<sup>91</sup> He became a leading officer during the 1948 strike.

Being smart, knowledgeable, articulate, "red," and "black," Marshall believed that the Marine Cooks and Stewards Union opened young black men's eyes by teaching the principles of democracy. The union regularly sent books written by Marx and Engels to its members -- books that became valuable educational resources for Marshall.<sup>92</sup> In their interviews, Edwards and Marshall showed their vivid memories about how the union had instilled the idea of equality via its "rotation" policy. Unlike the ILWU's low-man-out policy through which men in the same skilled category would share work opportunities to make sure the earnings of the members in the category were more or less equal, the Marine Cooks and Stewards Union's rotation policy made sure that members not only shared work opportunities, but also rotated their positions in order that members could develop various skills and equally share them. The union's providing its members with educational and work opportunities, various skills, and high positions within the union regardless of their skin color demonstrated what true union democracy meant.

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<sup>91</sup> Marshall's father had been a member of the Marine Cooks and Steward until he passed away right before Marshall joined the union. Marshall, Interview, Reel # 6, April 18, 1984.

<sup>92</sup> Marshall had been once put in jail in Australia, where an apartheid law constrained black seamen's movement. When customs officers searched his room, he was worried about possessing books by Marx and Engels in his suitcase. He was about 20 years old but he was reading those books, which he regularly received from the union. He was put in jail for a year based on a trumped-up charge of drug possession. Ibid.

It is unclear whether the B-men elected Weir, Edwards, and Marshall due to their radicalism. Weir stated that the ILWU attracted radicals who had been kicked out of various other unions under McCarthyism, and that longshoremen could figure out who were among this category by observing the way they talked and behaved.<sup>93</sup> He believed that people already figured out that he was one of them. In any case, earning blacks' support was crucial because over 60 percent of the B-men were black. According to Weir, he received the most votes among candidates and got support from both blacks and whites. Weir speculated that his working with black workers had given him a good reputation among blacks.

The B-men thought that having B-men representatives would help vocalize their concerns. Louis Lacy stated,

When we elected B-men representatives, I thought that we could be heard now. We did not complain, but complaint that can be counted was what we needed. That was what I thought. We could get to place where our complaints could be heard...

Johnson mentioned that electing B-men representatives and raising their grievances through them were exactly what unionism was about. According to Edwards, the three representatives had a clear political idea about B-men and the union: B-men should be represented by the union and given equal rights within it.

Nevertheless, their expectation of B-men representation never materialized. Various accounts existed among the B-men regarding why the three B-men representatives were ultimately discarded from the union. According to Weir, the very first time they attended

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<sup>93</sup> Historian Charles Larowe also claims that many B-men were "refugees from reactionary unions, leftists, non-conformists." They had been attracted to the waterfront at least partly because the ILWU appeared as a congenial workplace, and they were anxious to take an active part in its affairs. Larowe, Harry Bridges, pp. 362-3.

the executive board meeting, a couple of board members, namely Tommie Silas and Carl Smith, objected to their presence during any discussions other than ones specifically regarding B-men. At the second meeting, the board complained that Bill Edwards had made contact with an ILWU lawyer and that Bob Marshall suggested that someone should talk with the NLRB on a certain matter. Weir did not explain these circumstances in detail, but Edwards and Marshall might have tried to find a way to advance B-men's working conditions or their union membership status by meeting with a lawyer whom Edwards had known before he became a B-man, or by negotiating with the NLRB, in Marshall's case. The board members claimed that these actions were a proof of their disloyalty to the union. Weir summed up the entire situation: "We did not have a chance to represent anybody."<sup>94</sup> At the third meeting, Bill Chester did not want the B-men representatives there and that was the end of their presence at board meetings.<sup>95</sup>

Edwards claimed that the representatives were dismissed because of their radical politics, which included demands that B-men should be represented by the union and given the equal rights as A-men – a political stance that the union officials did not accept. According to Mack Hebert, Bridges "squashed down" the "B-men's union" because the representatives were "too smart" for the union officials.<sup>96</sup> It is difficult to pinpoint whose account provides the real reason, but in any case, sometime between 1960 and 1962, Edwards and Marshall were gone from the waterfront. Weir in his affidavit submitted in

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<sup>94</sup> Weir, Interview. Reel #41.

<sup>95</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, #20,719, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Weir, "Affidavit of Stanley L. Weir in Opposition to Motions to Dismiss," pp, 57-58, sworn in August 11, 1965, Appendix to Irving A. Thau, Francis Heisler, and Arthur Brunwasser, "Brief for Appellants," filed September 12, 1966, National Archives and Records Administration, Kansas City, Missouri [will be subsequently called as "Affidavit"]; and Weir, Interview, Reel # 41.

<sup>96</sup> Hebert, Interview transcript, p. 34.



1965 to the court stated that there were threats toward the three representatives: Tommie Silas, one of the Local 10's business agents, told them that they "were being watched continuously" and that they would "be deregistered at the first opportunity that presented itself."<sup>97</sup> When Edwards injured his back while loading coffee sacks, He talked with Bill Chester about the injury, who subsequently told him to take some time off to recuperate -- an offer that Edwards took. That was the end of Edwards' longshore work career. It remains unclear why and exactly when Marshall was dismissed. In Weir's recollection, the two were gone by 1961 and he was the lone surviving representative who could not do anything much to represent the B-men and felt that "the axe" was also inevitably going to come down on him.<sup>98</sup>

Although the B-men's representatives could not improve their positions on the waterfront, the B-men's collective actions, speaking out about the grievances and electing their own representatives to make their workplace more equal and democratic, revealed that the purpose of creating Class B status by the employers and the ILWU officers had not been working out as they had initially intended. What the employers and the ILWU had in their mind in 1958 when they had recruited the B-men was to create a labor force that could be available at anytime but that could be also disposable in case automation reduced the number of necessary men. In other words, they had designed to have a pool of workers who were disciplined but who were also flexible for the employers' needs. They thus had informally agreed that they would not promote for a while the B-men to fully-registered

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<sup>97</sup> Weir, "Affidavit," pp. 58-59.

<sup>98</sup> Weir, Interview, Reel #41. Edwards remembered that he took a leave in 1962. Marshall did not remember why or exactly when he had been dismissed, but he claimed that he had been officially deregistered with 81 others in 1963. Based on their accounts, Weir's claim that they were gone by 1961 should be reconsidered. See Edwards, Interview, Reel #5; and Marshall and Edwards, Interview.

status that would give them more privilege and job security. However, the B-men's activities demonstrate that any effort to control human labor for mere productivity, especially in a demeaning way, cannot easily succeed without generating workers' resistance.

## **Chapter 5**

### **“You cannot conquer people who stick together”: The Formation of the Longshore**

#### **Jobs Defense Committee (LJDC), 1963 – 1964**

After working for almost four years, the San Francisco B-men were finally told in 1963 to prepare for their promotion. A controversy occurred, however, regarding the criteria for, the process of, and the authority for their advancement. After several months of investigations and debates, the union deregistered eighty-two men, while fully registering the rest. A majority of the deregistered B-men, believing that they were unjustly deregistered, contested the decision. They formed the “Longshore Jobs Defense Committee” and organized various actions for their reinstatement, including grievance appeals, picketing, and legal battles. This chapter examines the promotion and deregistration processes, discusses what motivated the B-men to pursue the course of actions that they took, and explores how they organized themselves and what their aspirations were.

Most deregistered B-men were fired for alleged violations of availability, Low-Man-Out, and pro-rata dues payment rules. The specifics of promotion standards were unprecedented, but they had not been announced before the spring of 1963 and thus surprised the B-men. When many deregistered B-men appealed their deregistration, the Local 10 membership also believed that the criteria were unreasonable and passed a resolution that promoted all those who were deregistered for merely violating either Low-Man-Out or pro-rata payment rules requirements. Nevertheless, this resolution was never acted on -- a result that reflected how much the local membership’s power over promotion processes had weakened.

When the deregistered men began to share information and collectively reflect on what had transpired during the promotion process, they found various factors to be unjust. Some of them insisted that they had not violated any rules. Some of them had violated some of the rules but they had already paid the penalties. The union had not informed them that they could be fired for the infractions when they had occurred. Moreover, they could not have any counsel or union representative on their behalf during the investigation process. They considered this lack of due process also unjust. For these reasons, some of them suspected that they were laid off because they had spoken out against the Mechanization & Modernization Agreement and its ensuing harsher working conditions. The importance of understanding what the deregistered B-men thought about the fairness of the deregistration process and why they were deregistered cannot be overemphasized. Without understanding their thoughts and feelings of injustice, it is difficult to comprehend their determination to sustain a a collective effort to get justice for the next eighteen years.

An examination of the initial stage of the formation of the Longshore Jobs Defense Committee (LJDC) tells a lot about not only what the B-men desired to obtain from their fight, but also how they wanted to obtain it. For many men, deregistration meant more than merely losing a job and cutting them off from a financial source to sustain their livelihood. It hurt them deeply because they were accused as “chiselers and crooks.” Moreover, they felt that they were losing respect from their own black communities and their family members. Clearing their names and restoring respect from the community, therefore, were main goals for their battle. Standing up for what they believed was right itself provided them with a sense of dignity. Moreover, the gathering together of sixty B-men created much synergy and enhanced the legitimacy of their struggle. They decided to invite their wives

into the organizing project, reached out to civil and labor rights groups to garner support, and participated in actions for social justice, such as the March on Washington in 1963. In the process, they connected their struggle with movements of those oppressed in the larger society and enlarged their viewpoint about the world.

#### 1. Deregistration of 82 B-men

Between 1960 and mid-1963, the total number of registered longshoremen on the Pacific Coast had “naturally” been reduced due to deaths, retirements, and injuries. Approximately 1,600 longshoremen had retired and an additional 400 men had passed away, resulting in a remaining total of 10,686 fully registered longshoremen working on the coast in 1963.<sup>1</sup> The San Francisco Local 10 membership had also shrunk on the average of twenty-four men per month for the same reasons. As a result, there were at least 600 fewer A-status men in the local in early 1963 than in 1959.<sup>2</sup> The number of B-men also decreased. The total coastwise number of B-men declined from 1,962 to 1,593. On the San Francisco Bay waterfront, about 200 longshoremen had left the industry and only about 550 of the original 743 B-men hired in 1959 remained working.<sup>3</sup>

During the same period, the membership of Local 10 had made a series of ill-fated attempts to promote the B-men. In early 1960 when Local 10 decided to promote about 15 B-men per month to make up for the natural attrition of the number of A-men, the International intervened and stopped the process by announcing that any promotion process

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<sup>1</sup> Paul T. Hartman, Collective Bargaining and Productivity (Berkeley: University of California Press, 1969), p. 163; Lincoln Fairley, Facing Mechanization: The West Coast Longshore Plan (Los Angeles: University of California, 1979), Appendix Table 1, p. 395.

<sup>2</sup> Local 10 *Longshore Bulletin*, July 26, 1963.

<sup>3</sup> Regarding the coastwise numbers of A and B-men, see Fairley, Appendix, p. 395, Table 1.

would be “frozen” for a while.<sup>4</sup> In 1961, the Local 10 membership split over the promotion issue: a majority endorsed promotion, while those who closely worked with Harry Bridges and Bill Chester, such as Tommie Silas, opposed it. The latter faction argued that the promotion would be against the Coast Committee’s decision, and it succeeded in preventing the local from taking any action to advance the B-men.<sup>5</sup>

Nevertheless, as the volume of coastwise total tonnage increased in the 1960s, the employers and the union became increasingly aware of labor shortage problems.<sup>6</sup> In 1962, the employers at San Francisco Bay ports reported a shortage of “8,762 gang-days” and the union agreed to add more men to the registration rolls.<sup>7</sup> As a consequence, ILWU officers informed the B-men that the “freeze” on their promotion would be lifted soon, and at the end of the year the ILWU and the PMA agreed to promote about 1,000 B-men coastwise, 400 of whom would be from Local 10.<sup>8</sup> But the employers insisted that a large number of new B-men should be recruited to replace them. As a result, San Francisco Port Labor Relations Committee was asked to recruit at least 400 new B-men, while the local’s Investigating Committee was instructed to select among the existing B-men those who were qualified for A-registration.<sup>9</sup>

Stanley (“Stan”) Weir received in early 1963 a letter asking him to appear at a meeting with the Investigating Committee. It also informed Weir to bring his “B-man book”

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<sup>4</sup> Local 10 *Longshore Bulletin*, 1960-1961.

<sup>5</sup> *Williams, et al. v. PMA, et al.*, Civil No. 42284, Judge George B. Harris, “Finding of Fact and Conclusions of Law,” August 27, 1976, p. 14, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 C, Box 2, Folder 2, Bancroft Library, University of California, Berkeley.

<sup>6</sup> By 1964, the volume of cargo increased 20-25 percent over that of 1960. The volume of the 1965 cargo was 40 percent higher than that of 1960. See Hartman, pp. 164-165.

<sup>7</sup> In 1963, the employers reported 9,628 gang-days short. *Ibid.*, p. 165.

<sup>8</sup> *George R. Williams et al. v. Pacific Maritime Assn et al.* No. 20719. United States Court of Appeals for the Ninth Circuit, Stan Weir, Affidavit, (sworn in August 11, 1965), “Appendix to Brief for Appellants,” filed September 12, 1966, pp. 3-4, National Archives and Records Administration, Kansas City, Missouri.

<sup>9</sup> Local 10 *Longshore Bulletin*, February 22, 1963.

in which he, on his own behalf, had recorded his work hours. At the hearing, John Rutter, a committee member, after examining Weir's book, told Weir that he was clear for promotion to full membership. Rutter noted, however, that Weir had dropped or "chiseled" four hours in 1962 – a violation of the low-man-out rule -- although it had been within the allowable limitation of 10 hours. Nevertheless, Rutter's decision was soon revoked when Tommie Silas approached him and handed over a document accusing Weir of chiseling 13 ½ hours.<sup>10</sup>

"Chiseling" was the term used among longshoremen to describe one's action of deliberately reducing his total amount of work hours in order to be dispatched earlier than he could have been with his actual record. Every longshoreman had his own record book in which he kept track of his work hours. When he signed in for work, he wrote down his registration number and the total work hours on a "sign-in" sheet. Based on the information on sign-in sheets, dispatchers determined the order of assigning the day's jobs: those who worked fewest hours were called first. A common form of chiseling was knowingly writing down a lower number on a sign-in sheet than one's actual accumulated work hours. To be sure, mistakes could happen when a longshoreman miscalculated his total work hours or forgot to add "penalty" hours to his total work hours in cases when he failed to show up at the hall after sign in or when he replaced himself with another man after he had been dispatched. These mistakes were routinely checked and corrected. One could commit chiseling by deliberately not correcting his mistakes even after they were pointed out.

Weir, in defense of himself, requested information about specific dates of the occurrences of the violation. He was told by the chairman, Carl Smith, that "as of that evening" the committee had changed its procedural rules and no one was permitted to

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<sup>10</sup> Weir wrote that the chairman of the evening was Carl Smith. See Weir, Affidavit, p. 5.

defend himself before the committee on the same day. Weir was advised that he should go to the records checker's office the following morning. John Rutter, who was one of the records checkers, assured Weir that if he cleared his records the next morning, then he would be called back to the committee sometime in the future.

The following day, Rutter, Weir, and Silas met at the record checker's office. Silas presented several cases which seemed to show Weir's violations, but Weir explained that these "mistakes" had been made by record keepers who had subsequently corrected them in a couple of days after each incident. At the end of the meeting, Silas admitted that there was no evidence that could support the accusation made against Weir and told him to wait for another call from the committee. Weir never got the call or another chance to talk with the committee. He therefore sent a letter to Local 10 president Kearney explaining what happened at the committee meeting and at the record checker's room and asking to be allowed to clear his name. Weir never got a response from Kearney. In early June, Weir contacted several top officers of the union and the PMA who were responsible for the deregistration processes. He sent telegrams to co-chairmen of the Coast Committee, John Trupp of the PMA and Bill Chester of ILWU, detailing what happened in his case, but he received no response from either of them. He also sent letters to numerous others, including Harry Bridges and Paul St. Sure, the President of the PMA. Despite all his efforts, he never received responses from any of them.<sup>11</sup>

Meanwhile in March, the Investigating Committee had selected 400 B-men to be promoted, and the local urged the Port Labor Relations Committee to finalize the procedure. At a membership meeting, some members presented their concerns about "borderline cases

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<sup>11</sup> Ibid., pp. 11-16.



caused by mistakes in record checking,” but Bridges assured them that those men would have the opportunity for a re-hearing to correct of any mistakes. At the same time, Bridges emphasized that the union needed new B-men who would receive “proper training” to be a “qualified contractual work force.”<sup>12</sup> In April, the union received applications for new B-men jobs. According to *The Dispatcher*, a one-time small-size advertisement placed in a San Francisco newspaper in mid-April resulted in 9,700 application forms submitted by the end of the month. The article in *The Dispatcher* emphasized that if applicants who missed the deadline were included, the figure would be much larger.<sup>13</sup> The report gave the impression that longshore jobs were extremely attractive. The large number of applications might have reflected the economic situation of the time period in which unemployment rates were high, especially among black men.<sup>14</sup>

In May, Local 10 asked existing B-men, who wished to be promoted, to apply for the A-status.<sup>15</sup> At some point during this time the union appointed Asher Harer, one of the A-men and an experienced record checker, to check the records of about thirty B-men who were accused of chiseling.<sup>16</sup> In the middle of May, about 380 men took the oath to be the fully registered union members.<sup>17</sup> The next day, however, the Coast Labor Relations Committee sent to the local a letter announcing that the committee would not approve the promotion of B-men until the final determination was made. The letter did not explain what

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<sup>12</sup> Local 10 *Longshore Bulletin*, March 15, 1963.

<sup>13</sup> *The Dispatcher*, June 14, 1963, the ILWU Archives, San Francisco, CA.

<sup>14</sup> U.S. labor statistics showed that in the nation’s economy in 1963 turned downward and the unemployment rate increased. For statistics regarding the employment situation of black people, see U.S. Department of Labor, *Economic Situation of Negroes in the United States*, 1959-63.

<sup>15</sup> A few B-men did not apply for promotion and Thomas Nisby was one of them. Judge George B. Harris, “Finding of Fact and Conclusions of Law,” regarding George B.[sic] *Williams et al v. PMA et al*, Civil No. 42284, August 27, 1976, p. 22, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 C, Box 2, Folder 2, Bancroft Library, University of California, Berkeley.

<sup>16</sup> According to Weir, Harer cleared Weir’s record after he investigated it. Weir, Affidavit, p. 29.

<sup>17</sup> *Ibid.*, p. 23.

courses of action still remained under consideration, but it nevertheless designated that all the men promoted would be continuously dispatched as B-men.<sup>18</sup> The 380 former B-men of Local 10 were informed that their membership books were printed, but they would not have the “contractual rights and responsibilities of fully registered A longshoremen” because of the Coast Committee’s decision.<sup>19</sup> The final decision came in June when about 450 men were promoted and about 90 men were deregistered.<sup>20</sup> Weir was in the latter group.

On June 17, 1963, upon receiving a deregistration letter containing no explanation why he was deregistered, Weir requested a hearing before the Port Committee – an action that was the first step of the appeals procedure specified in the contract.<sup>21</sup> Hearings were subsequently set up for three days between the 9th and the 11<sup>th</sup> of July for fifty seven men who filed appeals. Weir’s hearing was scheduled for July 11, but he had not been given the specific charges that he was accused of – a fact that made it extremely difficult, if not impossible, for him to prepare for his defense at his hearing. Ironically, his union was supposed to represent him at the hearing, but the union was part of the Committee that made the decision to discharge him. He sent a letter to Local 10 president James Kearney asking whether the union would represent him, but again he received no response. Moreover, the Port Committee instructed him that he would not be permitted to have any counsel at his hearing and would not be allowed to produce witnesses on his behalf.

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<sup>18</sup> Weir reported that Bridges at one of the membership meetings threatened to stop promotion. The next day when the newly promoted A-men went to work, they found out that their status was revoked to Class B. Weir, “ILWU: A Case Study of Bureaucracy,” *New Politics*, Vol. III (Winter, 1964), p. 26.

<sup>19</sup> Local 10 *Longshore Bulletin*, May 24, 1963.

<sup>20</sup> Initially 94 people got deregistered but 12 of them were reinstated.

<sup>21</sup> Weir, Affidavit, pp. 14-19. The deregistration letter indicated that Weir was deregistered under Section 9 of the 1958 “Memorandum of Rules Covering Registration and De-registration of Longshoremen in the Port of San Francisco.” In his Affidavit, Weir presented the content of Section 9 of the Memorandum and pointed out that the letter he received did not explain what part of the section he had violated.

At his hearing on the 11<sup>th</sup> of July, Weir discovered that the chiseling accusation against him was the reason for his deregistration, although he insisted upon his innocence. He was told that he could check his record at the records checker's office and that he could appeal the Committee's decision within ten days, although the actual decision would be made in about fourteen days. Weir felt it absurd for him to make an appeal on the decision that was not made yet. When he went to the records checker's office, he noticed that this time he was accused of chiseling 22 ½ hours. When he tried to present his own personal records to disprove it, the officers not only refused to look at them but also declined to produce any collaborating evidence that showed him guilty of 22 ½ hours of chiseling.<sup>22</sup>

Many Local 10 members apparently disapproved of the Committee's unprecedented decision to deregister the large number of B-men. The membership historically had voted for keeping their members, even when there had not been enough work for all to earn a living wage.<sup>23</sup> On the last day of hearings, a membership meeting was held and members overwhelmingly adopted motions by which all B-men who were on appeal and who had not been promoted solely because of either a low-man-out violation or pro-rata violation should be re-registered and promoted. The members instructed that the "union side" of the Port Committee should take their motions to the Committee and discuss the matter.<sup>24</sup> The membership decision, however, failed to revoke the status of the vast majority of deregistered men. Except for four men, all deregistered statuses remained unchanged.

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<sup>22</sup> Weir, Affidavit, pp. 26-31.

<sup>23</sup> See Chapter 1, above.

<sup>24</sup> Local 10 *Longshore Bulletin*, July 19, 1963; and H. W. Benson, "Harry Bridges' Own Witch-Hunt," *Union Democracy in Action*, 1964, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169C, Box 2, Folder 4, Bancroft Library, University of California, Berkeley.

According to the Local 10 *Longshore Bulletin*, the employers had caused the deregistration of the B-men by refusing to consider the proposals adopted at the Local 10 membership meeting.<sup>25</sup> While Local 10 officers on the Port Committee argued that the disagreements should be resolved by following the process under one section of the contract agreement, the employer representatives on the Port Committee insisted that the cases should be handled under another section of the agreement. The Area Committee ordered that the Port Committee must resolve the disagreement by following the process under the section claimed by the employers. What happened during the next several days between Local 10 officers and PMA officers regarding the issue is not known, but on the 21<sup>st</sup> of July, the Port Committee resolved the disagreement and made its final decision, which confirmed the deregistered status of the 82 men.

The incidents between 1960 and 1963 clearly indicated that the local's membership no longer had the authority to make decisions regarding registration or deregistration. Although the contract gave the Port Committee power to make a decision on the matter, in reality, the union membership in the past had made decisions on promotions. The approval from PMA representatives on the Port Committee regarding the membership's decision had been the next step, but these decisions were rarely revoked in the 1940s and 1950s. In the 1950s, promotions had been rare due to the high number of registered men since the 1940s.<sup>26</sup> Moreover, deregistration of a large number of longshoremen had happened only once immediately after Second World War when workloads were dramatically reduced. But the 1963 deregistration had nothing to do with a decrease in the amount of work because the

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<sup>25</sup> Local 10 *Longshore Bulletin*, July 26, 1963.

<sup>26</sup> For the local's practice of registration between 1937 and 1958, see Chapter 1, above.

union was recruiting new B-men, and, as it subsequently turned out, the local would soon hire about 700 new B-men.

Not only did the local membership become a “paper tiger” regarding making rulings on registration, its power to make decisions on disbanding a gang also suffered the same fate. In March, after the local’s Executive Committee -- not the membership -- disbanded thirty two gangs, the *Bulletin* announced that “anyone not happy with the present method of breaking up gangs should make proposals to the membership as how it should be done in the future.”<sup>27</sup> No follow-up discussions about the decision were reported in *Bulletin* presumably because rank-and-file challenges to how decisions were to be made were either not raised or defeated.

Upon receiving deregistration letters, some of the B-men encountered each other the next day on the waterfront and learned that all of them had gotten similar letters that had not explicated the reasons for their having been fired. About thirty of them went together to the unemployment insurance office to apply for insurance benefits. When they learned that the PMA had informed the insurance office that the B-men had voluntarily “walked off the job” -- information that caused the office to deny them their benefits --, they began to work together to find a way to rectify the situation.<sup>28</sup>

During the July hearing period, the fired B-men had a chance to gather more information about what was going on. After the hearing, about fifty of them found themselves altogether again at the records checker’s office when examining their records. Some of the B-men subsequently decided to reach out to other deregistered men to gather

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<sup>27</sup> Local 10 *Longshore Bulletin*, March 15, 1963.

<sup>28</sup> Arthur "Jackie" Hughes, Interview Transcription, pp. 33-34, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c, Box 1, Folder 5, Bancroft Library, University of California, Berkeley.

together and collectively discuss their situation. Edgar L. Dunlap, who was accused of violating pro rata share, remembered how the first meeting of deregistered men was organized:

When I got the [deregistration] letter, I did not know what to do. But I thought that I had to do something. I knew Stan [Weir] about six months prior to deregistration because we had worked together.... We talked when we reviewed our records [at the record checker's office]. He asked me what my problem was and I explained to him. We were about fifty people at that time to check the records. I came home that day and I thought that we should do something as a group. I called Stan... [and suggested that] we should do something...maybe try to get guys together. He said that he could do it. I called several guys and the next day we had a meeting.<sup>29</sup>

The gathering initiated a battle of the deregistered B-men to get their jobs back – a battle that no one at that time could possibly have ever envisioned would last over seventeen years.

## 2. Reasons for Deregistration: Purging Rebels?

When some fifty deregistered men first met together, they shared what they were accused of based on the information that they received on the 17<sup>th</sup> of July at the records checkers' office. They categorized the accusations mostly into three groups: (1) chiseling of 10 or more hours in any four-week period (Low-Man-Out violation); (2) late pro rata dues payment eight or more times (or six or more times with an otherwise blemished record) -- dues that all A-men and B-men paid to cover the cost of maintaining the hiring hall; and (3) non-availability – failure to be available 70 percent of the time in any 30-day period. A few of them were accused of intoxication.

Some of the men, especially Weir, argued that the accusations were baseless. Like Weir, Anthony Melvin, Jr., claimed his innocence against the Port Committee's accusation

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<sup>29</sup> Edgar Dunlap, Interview, Reel #4, December 3, 1978, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, University of California, Berkeley.

that he had chiseled twelve hours.<sup>30</sup> Willie J. Hurst was fired for “drinking,” but he claimed that everyone who knew him and who socialized with him knew that he never drank at all. According to Weir, during their first year, the entire gang to which Hurst had belonged had been dismissed from a task because someone in the gang had been intoxicated. All gang members including Hurst had been suspended for 30 days for the incident, although he had not consumed a drop of liquor.<sup>31</sup> But this record must have been used against him in the promotion process.

Many admitted that they had violated certain rules, but they had already paid what they had owed long before deregistration happened. For example, Timothy (“Tim”) E. Carter stated that he had been late two or three times paying his pro rata share, but he had paid a one-dollar fine per day until he paid his dues in full. He recalled that the union had never told him that paying late dues would be a hindrance to his promotion in the future.<sup>32</sup> Dunlap, who was also given paying late dues as the reason for his deregistration, pointed out that he had not been able to pay his dues on time several times because there had not been enough jobs for B-men and he had not earned enough to pay off what he owed. But, like all others, he had eventually paid all the dues with fines imposed by faithfully making a late payment. In addition, they had never been told that they would be discharged if they violated these rules. The availability requirement, for instance, had been understood to

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<sup>30</sup> Anthony Melvin and Willie Hurst, Interview Transcript, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 9, Bancroft Library, University of California, Berkeley. The PMA submitted later to the court the list of the accusations made against 44 B-men who filed a suit against the PMA and the ILWU. See *Williams v. PMA*, # 20719, Exhibit F, “Appendix to the Brief of Appellee Pacific Maritime Association,” pp. 23-26, NARA.

<sup>31</sup> Hurst, Interviews transcript, p. 11; Weir, “New Technology,” in *Singlejack Solidarity*, ed. George Lipsitz (Minneapolis and London: University of Minnesota Press, 2004), p. 58.

<sup>32</sup> Timothy Carter, Interview, Reel #2, September 6, 1979, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, University of California, Berkeley.

mean that they had to be available for work 70 percent of the time for the duration of each month, but they found out during the investigation period that they should have been available at the hiring hall 70 percent of the time during “any” given 30-day period. The standards for deregistration, therefore, had been newly set up during the investigation period and then adopted on June 17, 1963, when deregistration was finalized.<sup>33</sup> This sudden change in the standards for promotion had upset B-men in the early stage of the investigation. A Local 10 *Bulletin* published in March reported that many men had expressed their frustration regarding the new standards set by the union by questioning, “Why weren’t we told?”<sup>34</sup>

Moreover, deregistered B-men claimed that if only those who had a clean record could be promoted, then very few longshoremen would have been eligible because most longshoremen had violated some rules. When asked whether B-men typically had some infractions of the rules, Johnny J. Cherry answered, “Sure, most of them.” But not all of those who had violated the rules were deregistered. Tim Carter claimed that some B-men who had been three to six months behind in paying their dues were unexplainably promoted. In matter of fact, longshoremen had a long history of paying late dues and the union had tried to get them pay on time by using diverse tactics.<sup>35</sup> For instance, in the late 1930s, union officers had proposed a constitutional amendment to reduce the grace period for late dues from 90 days to 30 days -- a proposal that had been subsequently turned down at a

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<sup>33</sup> Longshore Jobs Defense Committee, “Press Release,” August 3, 1963, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 C Box 2 Folder 2, Bancroft Library, University of California, Berkeley.

<sup>34</sup> Local 10 *Longshore Bulletin*, March 8, 1963.

<sup>35</sup> Johnny Cherry, interview, Reel #3, November 29, 1980, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, University of California, Berkeley; and Carter, interview.



membership meeting.<sup>36</sup> In the 1940s, union officers had hired a “girl” to collect dues inside the hiring hall, announcing to the members not to ask her any questions or argue with her but just pay their dues directly to her because she was hired to gather dues money and thus she would not have had any answers to their questions, nor would she be in a position to offer retorts to their arguments. Whether this tactic had worked well is questionable, but it demonstrated the union’s effort to collect dues on time by using whatever means possible, even to the extent of bringing femininity into the hiring hall of men.<sup>37</sup> Placing constant announcements in the *Bulletin* regarding paying dues on time was another demonstration of the prevalence of late dues. Being deregistered after paying all late dues, therefore, did not make any sense at all to the B-men.

Ellis E. Graves was informed that he was discharged for intoxication. He had been indeed accused of intoxication around 1960 and suspended for 30 days for it. Since then, he had not been charged with drinking while working and thus he assumed that the old incident had to be the one that caused him to be discharged, but because he had already paid the price for the penalty, his discharge seemed to him to be a case of “double jeopardy.” Regarding longshoremen’s drinking habits, Graves expressed that almost all longshoremen drank, just as every “fish swims.” Cleo Love remembered that his father-in-law, who was an A-man, had taught him only two rules that he had to worry about: “No fighting and no stealing.” Regarding drinking, Love stated that a lot of men drank, but “to get cited for being drunk,

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<sup>36</sup> Local 10 *Longshore Bulletin*, July 26, 1938.

<sup>37</sup> Local 10 *Longshore Bulletin*.

you have to be really disturbing to the job.” Love concluded that he had “never” heard of A-men getting fired for drinking while working on the waterfront.<sup>38</sup>

In matter of fact, in 1959 at an orientation meeting, some rules regarding intoxication on the job had been presented to the B-men: a thirty-day suspension was the penalty for the first occurrence and mandatory deregistration was for the second offense.<sup>39</sup> The rules had been differently applied to A-men: they could be suspended for fifteen days for the first offense, thirty days for the second, and more days of suspension for succeeding offenses, but deregistration was not mandatory. But, just as Love stated, one had to disrupt the work due to drinking, rather than merely drinking itself, to be penalized. Fred Hays had once been drunk and fallen asleep in a hold after his work. When he had woken up, he had found himself locked in the hold and the ship had left the port. He was able to escape three days later when longshoremen at the Seattle port had opened the hatch.<sup>40</sup> Hays, however, was never disciplined for the incident probably because the conduct had not disturbed the work process at the San Francisco port. In any case, Graves, as well as Hurst, who were both fired for intoxication, had violated the rules only once and thus there was no reason for them to be fired under the rules in place at the time of their respective violation.

If the reasons for their registration did not make sense to them, then what could have been the possible underlying reasons? The B-men quickly discovered that 70 of the 82

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<sup>38</sup> Ellis Graves, interview, Reel # 8, March 9, 1979 and Cleo Love, interview, Reel #24, February 17, 1979, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, University of California, Berkeley.

<sup>39</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Appeal from a Final Judgment of the United States District Court for the Northern District of California, Arthur Brunwasser and Fred L. Kurlander, “Appellants’ Brief,” filed October 6, 1977, pp. 6-7, NARA, Kansas City, Missouri.

<sup>40</sup> Because of this incident, Fred Hayes got a nickname “free loader.” See Fred Hays, Interview, Reel #11, May 21, 1979; and Weir, Interview, Reel #41.

deregistered men were members of ethnic minority groups – indicating that about 85 percent of them were minorities, most of whom were black, but there were, according to Weir, also a few “Mexican descendents.” Nevertheless, the latter quickly left the waterfront after being deregistered and thus did not challenge their firing and left no record about themselves.<sup>41</sup> Although an overwhelming percentage of deregistered men were black, most black B-men did not claim racial discrimination.

Rather, many B-men speculated that one of the causes of their layoffs was their subversive attitudes, including “talking up” to an A-man with whom they worked side by side, or disregarding the orders of their superiors. For example, Tim Carter, as well as Arthur “Jackie” Hughes, mentioned that his “talking up to a winch driver” had been the real reason for his layoff. Cherry stated that an argument with a gang boss might have something to do with his being fired. Oliver Geeter had “mouthed off at a dispatcher.” Mack Hebert had had an argument with a jitney driver and recalled that he had refused Bridges’ loyalist Odell Franklin’s request to get a cup of coffee for him. Cleo Love recalled that he had an argument with a steward because he surreptitiously practiced driving the winches during lunch time. Although he had merely wanted to learn how to operate the machine, A-men disapproved of B-men learning how to operate it, and thus he slyly practiced it trying not to be noticed – an action that resulted in A-men’s complaints.<sup>42</sup>

Many B-men suspected that their “outspoken” personalities, especially opining about their working conditions and union matters, might have been the main ground for their

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<sup>41</sup> Longshore Jobs Defense Committee, “Press Release,” August 3, 1963.

<sup>42</sup> According to PMA records provided to the courts years later, several B-men including Geeter, Gianninno, Hebert, and Hurst, had been reprimanded for refusing to work “as directed.” No details were provided why they had refused to work as directed. *Williams v. PMA*, #20719, Exhibit A, “Decision of the National Labor Relations Board,” 155 NLRB No. 117, November 29, 1965, in Richard Ernst et al., “Appendices to the Brief of Appellee Pacific Maritime Association,” filed February 7, 1967, pp. 23-26.

having been fired. Mario V. Luppi, a well-educated Italian American, had confronted Harry Bridges regarding why B-men had to wait for a long time to be promoted to the A status. Frank Nereu, known as the “black Portuguese,” had “talked back to” Bill Chester, who was the chairman of the Joint Coast Labor Relations Committee. Dunlap had had a prickly conversation with Odell Franklin about “Bridges’s pension plan.” The content of the conversation was not mentioned, but it was obvious that Dunlap expressed his disagreement with the plan. Arthur (“Art”) G. Winters believed that his criticism about the M & M contract caused his deregistration. Reginald (“Reggie”) Saunders, a former professional basketball player, and Thomas Nisby also described themselves as outspoken people and thus were designated as “troublemakers” by “Bridges’s goon squad,” in Mack Hebert’s expression, or “Bridges’ hatchet man,” in Willie Hurst’s own term. Charles J. Johnson mentioned, “Some people had little black books and took notes on people’s attitude.”<sup>43</sup>

Willie J. Hurst described Thomas Nisby as “a fighter all the way.” Nisby used to look up things in the “rule book” or “whatever literature he can get his hand on” and then tell Hurst what kind of things they could do or could not do under the rules.<sup>44</sup> His father, Wiley Nisby, who was an A-man, often disagreed with his son’s interpretations of certain rules and warned Hurst in a jokingly manner that he would get in trouble if he were to hang around with Thomas. But Thomas described the situation differently. He stated that his father was a staunch unionist whom the PMA had tried to get rid of for a long time. Once it

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<sup>43</sup> Mario Luppi, Interview Transcription, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 4, ; Frank Nereu, Interview, Reel #32 January 14, 1980; Edgar Dunlap, Interview, Reel #4, December 3, 1978; Willie Jenkins, Jr., with Art Winters, Interview Transcript, p. 6; Hebert, Interview Transcription, p. 34; Hurst, Interview Transcript; and Bob Birks, Charles J. Johnson, and Reggie Saunders, Reel #1, October 10, 1978, Phonotape 1623 C, Bancroft Library, University of California, Berkeley.

<sup>44</sup> Hurst, Interview Transcription, p. 9.

had accused his father of stealing a pineapple from a ship in order to fire him. Thomas believed that upon failing to deregister his father, the PMA decided instead to fire him.<sup>45</sup>

Some of the B-men had been known for their radical politics. According to Hurst, longshoremen had believed Jackie Hughes to be a Communist because he had been close to Archie Brown who was known as Communist.<sup>46</sup> Hughes and Chris Makaila, who was fired at the same time, had discussed politics a lot while working together. Hughes had been an amateur boxer for years and was Wiley Nisby's son-in-law – fact that made him very popular on the waterfront. Hughes had a beard that made him look like Fidel Castro, and thus earned the nickname "Jackie Castro." Although being well-liked by many, he also made a few enemies due to his left-wing politics and polemical attitude. Hurst remembered that he and other B-men used to enjoy listening to how Hughes and Makaila could "chop" the opinions of other longshoremen "to pieces."<sup>47</sup>

Stan Weir was no doubt well known to the longshoremen at the port. Mack Hebert described Weir as a man who "knew more than average person about the industry itself" and who knew "how to explain things to a layman" and organize people.<sup>48</sup> For these reasons, Hebert argued, Bridges feared Weir -- a circumstance that was pointed out by many B-men as the actual reason why Weir was fired. According to Anthony Melvin, people on the waterfront had talked about Weir and his previous union activities. Melvin claimed that

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<sup>45</sup> Thomas Nisby, Questionnaire, Dec. 1964, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 1 and Thomas Nisby, Willie Jenkins, Jr. and Al Roberts, Interview Transcription, 1977, BANC MSS 85/169 c Box 1, Folder 10, Bancroft Library, University of California, Berkeley.

<sup>46</sup> When Archie Brown was elected to a local union officer position, he was prosecuted for violating the Taft-Hartley Act (non-communist oath). His case went up to U.S. Supreme Court. See Larowe, Harry Bridges, pp. 343-344.

<sup>47</sup> Hurst, Interview Transcript, p. 5.

<sup>48</sup> Hebert, Interview Transcript, p. 38.

“Bridges had to get rid of Stan because he knew that Stan was a leader.”<sup>49</sup> Weir himself expressed this same belief to historian Charles Larrowe as follows:

I arranged a meeting of the B-men in 1963. . . for the purpose of presenting their grievances to the union. I was asked to do it by a representative of the international union, and the union made it compulsory. I presented the grievances. I think I alarmed Bridges and the international. It was the first time they’d heard an articulate, well-organized presentation of how the B-men felt about how they’re treated. I think I was a threat in another way, too. If I were taken into the union, I’d come in with five hundred votes.<sup>50</sup>

Weir also documented in his sworn affidavit one incident that happened around late 1961 or 1962, in which he had encountered hostility from some of A-men who took offense to his having passed around Harvey Swados’ article criticizing the M & M Agreement. They threatened that he would “pay a price for it.”<sup>51</sup> Weir claimed that he was deregistered because of his opposition to the Agreement and also for his criticism of the union. Most deregistered B-men, according to Weir, were punished due to their support for him. Weir also blamed the “Stalinist” leadership of the union for the firing of the B-men.

The Hughes’s and Weir’s cases illustrate that “being political” did not necessarily mean that they were affiliated with some particular political groups but rather meant that they articulated the problems inherent in the M & M Agreement, demanded equality within the union, and organized actions to change their working conditions. To be sure, Weir had been affiliated with Trotskyist groups before he got the B-man job and he still used the term “Stalinist” to refer to Bridges and his followers, but he used it mostly to describe their “undemocratic” style of operating the union.

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<sup>49</sup> Melvin and Hurst, Interview Transcript, p. 2

<sup>50</sup> Quoted in Larrowe, Harry Bridges, pp. 365-6.

<sup>51</sup> Weir, Affidavit, p. 59.

Nevertheless, not all of the B-men identified themselves as outspoken or strongly opinionated. Anthony Melvin, for one, emphasized that he was not “political” at all. Yet some of the B-men, including Melvin, suspected that their close relationship with known “troublemakers,” such as Weir, Saunders, Nisby, and Graves, had been the reason why they were deregistered. Melvin Kennedy, for example, stated that he worked with Weir as well as Graves, Ulysses Hawkins, and Fred Hayes -- all of whom were deregistered together. Hurst pointed out that they not only had worked together but also had socialized together. Hurst suspected that he might have been “blacklisted” because he had supported Hughes and Makaila’s arguments when they were in a “political conversation” with other longshoremen who became irritated when their opinions were challenged.<sup>52</sup>

Unlike Melvin, Charlie J. Johnson seemed to be upset about the claim that he was fired for being a friend with outspoken people. When asked in a later interview whether he “hung around with somebody” who was considered as outspoken, he responded with confidence, “Oh, well, ME, myself, you know,” and continued, “They [longshoremen] said, ‘Not for Reggie Saunders, you would have had your [A-man’s] book’ and I said, ‘I am Charlie J. What do I have to do with Reggie Saunders?’”<sup>53</sup> In point of fact, he and Saunders had been partners for the entire time working as B-men, but Johnson refused to concede that Saunders was responsible for his being deregistered. Johnson also asserted:

We did not have any rights. We did not have any voice, no rights other than work. “You do as you were told to do.” I believe that if you are working and if you do your job, then regardless of what you are saying, you are fine. . . . As long as I don’t break any laws, I have right to advocate my voice, my opinion, and nobody can hurt me. . . .”

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<sup>52</sup> Hurst, Interview Transcript, p. 5.

<sup>53</sup> Johnson, Interview, Reel #1.

Such thoughts of having been judged and punished because of the people they were friends with or for the political opinions that they expressed had not been in the minds of many B-men while on the job. Rather, they retrospectively suspected that these occasions of voicing their opinions were the real reasons for their firing because they could not find any other logical explanations. Some of the accusations against them were groundless and some had substance but the penalties for them had been paid. Moreover, talking back to their superiors was, as sociologist David Wellman states, part of the longshoremen's culture. No one thus had remotely thought that they would be deregistered merely because of their outspokenness. When they received their deregistration letter, many were shocked and believed that the decision had to have been made as a mistake.

In addition, the union's deregistering a large number of B-men at the time did not make much sense because the employers insisted on keeping a considerable number of B-men as a reserve workforce on the waterfront. If the Port Committee was about to hire 700 new B-men and go through the same process of training these new men, then it would have been more beneficial to the industry to keep experienced B-men who already knew how to perform the work.<sup>54</sup> If certain B-men had not been qualified to be promoted to the A status, then they did not need to have been promoted, but this condition should not have necessarily entailed deregistering them. Historically, even probationary men had never been deregistered for not being qualified for promotion.

Some B-men, such as Thomas Nisby and Alfred L. Straughter, did not even apply for promotion in 1963. Although it remains unclear if they missed the deadline for applying or

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<sup>54</sup> A new group of 725 B-men began to work on October 7, 1963. Local 10 *Longshore Bulletin*, October 4, 1963.



if they were satisfied with their status as B-men, for whatever reason they did not put their names forward.<sup>55</sup> Nevertheless, they were deregistered along with other B-men who had tried to be promoted but were fired instead – an event that did not make much sense to them. This circumstance, as well as the process in which they were neither provided with any documentation proving the charges leveled against them nor given any chance to clear up the charges, further instilled the notion among the deregistered men that the union had collaborated with the ship owners to fire them.

### 3. The Formation of the Longshore Jobs Defense Committee (LJDC)

Deeper roots of the connectedness among the deregistered B-men are found in their shared experiences and socializing activities while working as B-men. Most of the deregistered B-men had known each other because they had worked together as partners or gang members. As Dunlap stated, a B-man had worked with virtually everybody.<sup>56</sup> The “segregation” between A- and B-men in union meetings had also forged a bond among B-men. For instance, Eathen Gums, Jr., who had worked at night and had not had a chance to work with day-time B-men, knew most B-men anyway because of union meetings at which they were required to sit in the balcony of the union hall separately from A-men.

Socialization among them outside work was a common occurrence. As Graves stated, B-

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<sup>55</sup> In Nisby’s case, sometime in 1962, he had been put in jail for days for failure to make his child support payment, and thus he could not possibly have come to the hiring hall for those days. Nevertheless, he had received a notice of deregistration for lack of availability, and he had subsequently filed a grievance against it, by explaining why he had not been available. He was subsequently reinstated, although he had to accept a probation status. This may explain why he did not apply for promotion. Thomas Nisby, Al Roberts, and Willie Jenkins, July 20, 1977, Interview Transcript, p. 9, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169C Box 1, Folder 10, Bancroft Library, University of California, Berkeley; and *Williams et al., v. PMA et al.*, in the United States Court of Appeals for the Ninth Circuit, No. 77-1398, Norman Leonard et al., “Appendix to Defendants’ Brief,” July 11, 1978, filed, pp. 154-155.

<sup>56</sup> Dunlap, Interview, Reel #4.

men used to go to “beer halls” and talked about their “B-man situation” after work. As Hurst recalled, they had also mingled together among themselves during the days when they had no jobs to perform. However, as Weir acknowledged, the initial stage of the deregistered men’s “self-organizing drive” occurred primarily in the process of fighting to get their unemployment insurance payments.

It will be recalled that upon getting deregistration letters, many B-men had gone together the following day to the insurance office. After a month-long attempt to get unemployment insurance benefits, they were still unable to obtain the payments. After the July hearings, as Dunlap explained above, the fired B-men began to organize meetings among themselves in order to discuss their situation. Several of them, including Johnson Lee, decided to file complaints to the NLRB, but many others waited for the hearing result.<sup>57</sup> Upon receiving the letter from the Port Committee in late July finalizing their deregistration without providing any documentation substantiating any of the charges against them, about thirty of them gathered at Cleo Love’s house to discuss what they should do next. A shared feeling of having been treated unfairly led them to decide to fight together to get their jobs back. They restructured themselves into a formal organization, which they named “Longshore Jobs Defense Committee.” They set up a steering committee, to which they elected Willie Hurst, Jackie Hughes, Willie Jenkins, Art Winters, Stan Weir, and Eathen Gums. The last two became co-chairmen.<sup>58</sup> Weir, who was forty two years old, was the

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<sup>57</sup> On July 22, 1963, Johnson Lee and four other B-men filed their cases to NLRB, while the decision of their appeals before the Port Committee was not delivered by mail to the B-men not until July 24. See Harris, p. 31. For the five B-men’s names and their NLRB case numbers, see *Williams v. PMA*, #20719, Exhibit A, “Decision of the National Labor Relations Board,” 155 NLRB No. 117, November 29, 1965, in Richard Ernst et al., “Appendices to the Brief of Appellee Pacific Maritime Association,” filed February 7, 1967.

<sup>58</sup> Weir, Interview, Reel #41; and Weir, “New Technology,” in *Singlejack Solidarity*, ed. Lipstiz, p. 52.

oldest and the only white man among the steering committee members, whereas Hurst, Hughes, and Jenkins were only in their twenties.

The group's first step was to file formal notices to the California Unemployment Insurance Appeals Board in order to receive unemployment insurance benefits. Regarding the goal to achieve reinstatement as longshoremen, they considered filing complaints to the NLRB, just as Johnson Lee and four others had done, but instead they decided to appeal the decision to the Port Committee -- a process delineated by the PMA-ILWU contract agreement. Each member sent a formal letter to the Port Committee, requesting the Committee to provide proper documentation proving the accusations made against him. The letters stated that they were unjustly discriminated against because the Port Committee had judged all B-men not by the same standards and they requested another hearing. But no one received any response from the committee during the ensuing nine months.<sup>59</sup>

Tim Carter was well acquainted with Johnson Lee, one of the five B-men who filed a complaint to the NLRB, because he and Lee had worked together as partners. When asked why he did not join Lee's group, Carter replied that he had chosen to be part of the LJDC because a lot of men were involved in it. Over fifty people joined the group and the synergy that they created had been empowering for the members. Carter also believed that because of the group's size, it would "get more recognition." Moreover, he trusted in many of its organizers, such as Weir and Jenkins. A large number of men sticking together for a common cause attracted Oliver Geeter, who was fired for pro-rata and LMO violations. He mentioned, "I had to stick with the others who were fired. . . . You cannot conquer people

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<sup>59</sup> Weir, Affidavit, pp. 35-36. The content of the letter dated on July 27, 1963, can be seen in *George B. Williams et al. vs. Pacific Maritime Association et al.* No. 77-1398, United States Court of Appeals for The Ninth Circuit, 617 F.2d 1321; 1980 U.S. App. Lexis 20689; 103 L.R.R.M. 2659; 87 Lab. Cas. (Cch) P11,827, February 8, 1980, note # 14, p. 1330.

who stick together.”<sup>60</sup> In the beginning of the formation of the LJDC, the members’ morale was flying high. Many B-men believed that they would soon be reinstated.

In order to file their appeals for unemployment insurance, they looked for an attorney, but they soon realized that finding one willing to assist them was a formidable task. Willie C. Merritt recalled the advice given by his stepfather, who was a local 10 member, that the B-men should forget about trying to select a lawyer in San Francisco because “he would be bought off” by the PMA. Merritt and several other B-men nevertheless made numerous ill-fated attempts in the city to find a lawyer. Some lawyers asked for a certain amount of money up front to start the case -- a dollar amount that the workers could not afford.<sup>61</sup> Some labor lawyers refused to take the case because of the reputation of the ILWU. Weir described the situation as follows:

We could not find a pro-union labor law firm that was willing to consider taking our case. None could afford to participate in a suit against a union. We also found that law firms regularly associated with liberal social reform movements could not conceive of representing anyone against “a progressive union like the ILWU.”<sup>62</sup>

After failing to find a lawyer in the Bay Area, LJDC members decided in September to hire Sidney Gordon, who had been Weir’s high school friend in Los Angeles.

Meanwhile, the LJDC contacted the press and publicly announced the unfair processes of the B-men’s deregistration. It stated in a “press release” that the rules had suddenly changed in February 1963 and had been subsequently applied arbitrarily, and that Local 10 members had tried several times to promote the B-men, but Harry Bridges and the

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<sup>60</sup> Oliver Geeter, Interview, Reel #6, January 30, 1980, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, University of California, Berkeley.

<sup>61</sup> Willie Merritt remembered that about six law firms refused the job. Willie Merritt, Reel #30 and #31, September 1978, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, University of California, Berkeley.

<sup>62</sup> Weir, “New Technology,” in Singlejack Solidarity, ed. Lipsitz, p. 53.

PMA had overruled the membership decisions. It also pointed out that 85 percent of the 82 deregistered men were members of minority groups. Although it did not intend to make any claim of racial discrimination, it pointed out that it would be hard for these men to get another job due to their minority status in racially discriminatory society.<sup>63</sup> The press release demonstrated the belief of the LJDC members that the Coast Committee and the International officers, especially Harry Bridges, had made the decision to fire them. The press release was broadcast by radio and television stations and was reported prominently in the San Francisco newspapers.<sup>64</sup>

Regarding the race issue, Robert E. Birk, one of the deregistered black B-men, emphasized that deregistration could not have been motivated by racism because about ten white men were also deregistered.<sup>65</sup> An ILWU internal document reveals that the union was prepared to defend itself against accusations of racism by stating that 70 percent of the B-men who had been promoted were blacks.<sup>66</sup> Although it might be true that the men were fired not directly because of their race, elements of racism were already embedded in many aspects of prior events.

Many black men hired on the waterfront in 1959 felt lucky to have a decently paid, respectable, and “manly” job, but because they were hired as B-men, they had to deal with harder working conditions, especially during the time of the removal of the old informal

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<sup>63</sup> Longshore Jobs Defense Committee, “Press Release,” August 3, 1963; and LJDC, “Report on the Victimization of B-men in the San Francisco Longshore Industry by the PMA and the ILWU,” August 13, 1963, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 C Box 2 Folder 2, Bancroft Library, University of California, Berkeley..

<sup>64</sup> Harris, p. 33; and *San Francisco Chronicle*, August, 3, 1963, p. 6 and August 4, 1963, p. 2.

<sup>65</sup> Bob Birks, Charles J. Johnson, and Reggie Saunders, Interview, Reel #1.

<sup>66</sup> ILWU, “Deregistration of ‘B’ Men, San Francisco, 1963-1964,” n.d. [Weir wrote down that it was December, 1964, but it could have been summer, 1965, when the fifty-one B-men’s Fourth Amended complaint was filed], p. 12, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169C Box 2, Folder 3, Bancroft Library, University of California, Berkeley.

rules that had given longshoremen leverage to improve their working conditions, keep their job security, and build solidarity among themselves. Many B-men had been unable to endure the conditions and had left the waterfront before 1963, but the records show that a much higher percentage of black than white men remained on the job.<sup>67</sup> They endured difficult working conditions for four years -- a period that they had not expected to last that long -- only to find out that they had to hurdle over the obstacles contained in unprecedented standards for promotion. In the process, almost one in every five black men was fired.

Although LJDC members did not consciously related racism to deregistration, Oliver Geeter stated that merely being outspoken had not put him in trouble, but that being an outspoken black man had exacerbated the problem. As he expressed it:

If a black man speaks his mind, then he is crazy. . . but if a black man does what he is told, he is fine. "Don't stand over me to check out how I do my job" was what I told the boss. I know I got fired because I was too outspoken.<sup>68</sup>

Geeter's statement reveals how racism and many other aspects in the workplace were not separate, but intertwined. Born in Arkansas in 1934 and taken by his parents to San Francisco when he was twelve, Geeter described himself as a former U.S. Marine who survived his tour of duty by learning "how to kill anything big enough to shit." He stated that he did not fear racism because, "Fear is a disease and that disease I do not possess." Nevertheless, as he suspected, black men who did not keep their mouths shut could be seen as troublemakers and be disciplined more than their white counterparts.<sup>69</sup>

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<sup>67</sup> In 1959, between 400 and 450 among 743 B-men were black, indicating approximately 55 percent. In 1963, there were almost 400 black B-men, constituting over 70 percent of total 551 remaining B-men. For the figures, see Chapter 4, above, note #34.

<sup>68</sup> Geeter, Interview, Reel #6.

<sup>69</sup> Ibid. Willie Merritt also presented a similar sentiment when he stated, "I did not feel that there was racial discrimination on the waterfront, but the problem was tht [we blacks] felt that [we] could not freely speak up." Merrit, Interview, Reel #31.

In addition, although many more black men survived the 1963 deregistration or were newly hired as B-men in the 1960s, they were aware that they would have to work with the anxiety that their jobs and skills might disappear in the near future due to the coming of automation and containerization. All these aspects demonstrated how the long history of racism rooted in the larger society limited their options, even when more economic opportunities seemed to open up to them.

Furthermore, deregistration impacted black men's lives differently from those of white men. According to historian Steve Estes, the unemployment rate of inner city young black men in this period was five times higher than that of young white men.<sup>70</sup> Historian Clarence Lang makes an important link between automation and a high unemployment rate among black workers in the larger environment during the era. By requiring new skills for automated operations, employers justified firing semi-skilled workers and transferred the jobs to those who were trained as experts of the new skills. Although they did not use "race" as a criterion for the action, this process was "an additional threat" to black workers who had gained in semiskilled industrial employment during and after the Second World War. By the early 1960s their jobs were handed over to white workers who occupied skilled positions.<sup>71</sup> Lang states that automation contributed to "a new phase of black working-class formation, principally in the form of 'structural unemployment'."<sup>72</sup>

Under these circumstances, finding another job for a black man proved difficult and getting a good job like the one on the waterfront became extremely problematic.

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<sup>70</sup> Steve Estes, I Am A Man: Race, Manhood, and the Civil Rights Movement (Chapel Hill: University of North Carolina Press, 2005), p. 109.

<sup>71</sup> Clarence Lang, Grassroots at the Gateway: Class Politics & Black Freedom Struggle in St. Louis, 1936-75 (Ann Arbor: The University of Michigan Press, 2009), pp. 131-133.

<sup>72</sup> Ibid., p. 129.

Questionnaires filled out in December 1964 by deregistered B-men show that many black B-men had failed to find a permanent job after being deregistered.<sup>73</sup> For that reason, many of them said that they could not pay their bills on time. Some of them stated that they could not provide their wives or children with proper medical treatment as well as basic financial support.<sup>74</sup>

But for some of the B-men, what was more painful than not finding another job was their inability to clear their names. When asked what major injuries were done to them as a result of deregistration, Ulysses Hawkins stated that losing his “reputation” by being “classified as a crook and chiseler” was emotionally difficult for him.<sup>75</sup> Thomas Nisby also stated that he lost his “self respect” due to the record that followed him whenever he applied for other jobs. Manuel Nereu, Jr., bitterly pointed out that it was “a very insulting factor” that union officers who fired the B-men by claiming to “clean” the house of all “crooks and chiselers” were crooks themselves, but they still kept their jobs and benefits.

For some B-men, clearing their names was important to get respect not only from the general public and their respective black communities, but also from their family members, especially their wives. Several deregistered black men stated that because of the reputation of Bridges as “a friend of black people,” their wives did not believe that Bridges could have fired them for political reasons. For instance, Jackie Hughes lamented that his wife, who was also Thomas Nisby’s sister, believed that because Bridges was an “ally” of blacks, he would never have fired black workers without good reasons. She thus suspected that

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<sup>73</sup> According to Weir, 90 percent of deregistered black men could not get steady jobs. See Weir, “The ILWU: A Case Study in Bureaucracy,” *New Politics* (Winter, 1964): 28.

<sup>74</sup> Questionnaire, 1964, Materials relating the Longshore Jobs Defense Committee (LJDC): 1963-84, BANC MSS 85/169 C, Box 1, Bancroft Library, University of California, Berkeley.

<sup>75</sup> Thomas Nisby, Questionnaires, December 13, 1964, Ulysses Hawkins, Questionnaires, January, 2, 1965, and Manuel Nereu, Questionnaires, December 15, 1964.



Hughes must have done something wrong to get fired.<sup>76</sup> Hurst, who was single at the time of deregistration, mentioned that B-men's wives began to support their husbands after the men organized themselves and invited their wives to their meetings. In this way, their wives had a chance to communicate with one another. Mary Knox Weir and Anita F. Gums, as well as Winters's and Jenkins's wives, became actively engaged in organizing activities by helping out at meetings, serving meals, and preparing literature for the public. Hurst stated:

Because we had to come up with that money for Gordon [lawyer] and, uh, to have literature printed and all that, you know. The guy's was, everybody's morale was up and everybody's chippin' in; they tell their wives, well okay. And what was beautiful about it, that, uh, everybody was unemployed, you know, and it was comin' up with the money. So the wives was with us a hundred percent.<sup>77</sup>

Hurst had nothing but praise for Gums, Jr., and Weir as impressive organizers. The LJDC worked strenuously to garner public support and raise funds for its legal expenses, and Weir played a central role in the process by writing about the B-men's case and publishing it in *New Politics*, a socialist magazine. In 1964, he was also successful in getting their narrative out through other leftist magazines including *Mallet* and *Union Democracy in Action*. Through his networks with socialist intellectuals and activists, Weir received organizational support from the "Workers Defense League (WDL)," a New York based group led by socialist intellectuals and civil rights lawyers. The League had been formed in 1936 by Norman Thomas and several other socialists with the initial goal of defending individuals who were attacked for their union organizing activities, but its role had expanded since then. It had provided farmers' and workers' organizations with legal services, and its members had also been involved in the Civil Rights Movement. In the

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<sup>76</sup> Hughes, Interview Transcript, pp. 51-52.

<sup>77</sup> Hurst, Interview Transcription, p. 12.

early 1960s, when labor-civil rights attorneys Rowland Watts and Robert Joseph Pierpont held leading positions in the league, it engaged in law suits and actions to defend the rights of collective bargaining and free speech of public employees.<sup>78</sup>

When the league decided to support the B-men, the “LJDC-WDL Defense Committee” was formed and Michael Harrington, author of The Other America and Chairman of the Socialist Party, along with Bayard Rustin, an organizer for the 1963 March on Washington and Director of the A. Philip Randolph Institute, took co-chair positions. Many other prominent intellectuals were added to the committee. Some of them were Harvey Swados, Herbert Hill (labor secretary of the NAACP), Normal Hill (national secretary of CORE), and Julius Jacobson (editor of *New Politics*).<sup>79</sup> Some of them were known for their anti-Stalinist critiques. In a letter to the league’s members, Watts described the B-men’s case as “more than just a union democracy” struggle. Unlike the LJDC’s press release, Watts’s letter explicitly expressed that structural racism shaped events from deep underneath and claimed that the B-men’s case should be treated also as a civil rights case:

It involves racial discrimination, but not in a traditional sense. Harry Bridges is not a racist, but when democracy is limited and rights are abridged the first to suffer are minority group members. That is why it is important to the civil rights movement and to the labor movement.<sup>80</sup>

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<sup>78</sup> Workers Defense League homepage: <http://workersdefenseleague.org/board.html>, November, 15, 2014; Weir, “New Technology,” *Singlejack Solidarity*, ed. Lipsitz, p. 55; and Rowland Watts, Letter [to the membership], November, 1964, Materials relating the Longshore Jobs Defense Committee (LJDC): 1963-84, BANC MSS 85-169C, Box 2, Folder 4, Bancroft Library, University of California, Berkeley.

<sup>79</sup> By the summer of 1964, Herman Benson (editor and publisher of *Union Democracy in Action*), Thomas N. Burbridge (former president of the San Francisco NAACP), Matthew Clarke (former director of the Religion and Labor Council of America), Gordon Haskell (Membership & Development Director of the American Civil Liberties Union), Nat Hentoff, Herbert Gold, Paul Jacobs – well known writers --, S. Martin Lipset (sociologist), Phillip Selznick (Director of the Center for the Study of Law and Society at the University of California, Berkeley), Reverend William Shirley, and Norman Thomas were in the LJDC-WDL Defense Committee. Weir, “The ILWU: A Case Study in Bureaucracy – II,” *New Politics*, Vol III, No. 2 (Summer, 1964), p.65, “The Retreat of Harry Bridges,” *New Politics*, Vol VIII (Winter, 1969): 62-63.

<sup>80</sup> Watts, Letter, November, 1964.

One of the pamphlets published by the LJDC-WDL Defense Committee pointed out that “even under the best circumstances” decent jobs were difficult for black men to find and thus for the deregistered black men, “it was virtually impossible.”<sup>81</sup>

In gaining outside support, Toni Melvin remembered, “Being black and young, most of us, we didn’t have anyone to turn to, like NAACP or CORE or anything,” because many older black longshoremen in union official positions who were loyal to Bridges were members of these civil rights and community groups.<sup>82</sup> Bill Chester, for example, who was a regional director of the ILWU, was a renowned member of the NAACP and in the black community in the Bay Area. In early 1964, San Francisco mayor Jack Shelley appointed him to a “Mayor’s Commission on Civil Rights.”<sup>83</sup> For this reason, civil rights groups probably tended to trust Chester and other black union officers, rather than the young black B-men.<sup>84</sup> What Melvin described about the slim chances of deregistered B-men gaining support from local chapters of civil rights organization could have been, for the most part, true, but the fired B-men obtained support from civil rights attorneys and activists from outside the local community, such as Herbert Hill and Bayard Rustin, via the Workers Defense League.

Moreover, under CORE’s auspice, the Longshore Jobs Defense Committee sent two men to the March on Washington in August 1963 to represent them.<sup>85</sup> Gums and Dunlap were initially selected by LJDC members to go to Washington, but Gums was sent instead to

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<sup>81</sup> Michael Harrington and Bayard Rustin, Workers Defense League pamphlet [n.d. – sometime in 1964]. Materials relating the Longshore Jobs Defense Committee (LJDC): 1963-84, BANC MCC 85/169C, Box 2, Folder 2, Bancroft Library, University of California, Berkeley.

<sup>82</sup> Melvin and Hurst, Interview Transcript, p. 1.

<sup>83</sup> Local 10 *Longshore Bulletin*, April 16, 1964.

<sup>84</sup> Melvin and Hurst, Interview Transcript, p. 4

<sup>85</sup> Local 10 or ILWU also sent two delegates, Dave Jenkins and Shelby Turpie, to the march. Local 10 *Longshore Bulletin*, August 1, 1963.

New York for other reasons, probably to meet some members of the Workers Defense League in order to garner external solidarity and funding. The committee chose Johnson to substitute for Gums. Johnson wrote:

He [Dunlap] was in charge of the bus from San Francisco to Washington and I was his assistant. The trip taught me that there are people all over the world in a tough position: either they are out of jobs or they are discriminated against or they don't have enough education to qualify. . . .<sup>86</sup>

To what extent the B-men had been politically involved in the Black Freedom movement before they were deregistered is difficult to assess. Nevertheless, Johnson's statement demonstrates that the B-men, by organizing collective actions for their reinstatement after deregistration, became more politically conscious about social justice issues and broadened their ideas as well as actions.

In May 1964, when the B-men learned that Bridges and PMA President Paul St. Sure were invited to speak at a University of California sponsored conference regarding the "success" of the Modernization & Mechanization Agreement at a San Francisco hotel, about a dozen LJDC members set up a picket line and demonstration in front of it, handing out leaflets to passersby. Their signs read, "Longshoremen were expelled by ILWU," "Bridges and the PMA are keeping us out," and "Tell The Truth, Mr. Bridges," They got the attention of the media and four major TV stations gave full coverage to the picket line. Willie Merritt recalled how he tried not to make any negative remarks when being interviewed by a TV newsman regarding his opinion about Bridges, because he knew that attacking Bridges would be counterproductive. Years later, he mentioned that he had no hard feelings against

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<sup>86</sup> Charles J. Johnson, "Letters from Longshoremen. . . ." [information about in which newspaper or magazine cannot be found. No date was provided, but it was probably sometime in early 1964], Materials relating the Longshore Jobs Defense Committee (LJDC): 1963-84, BANC MSS 85-169C, Box 2, Folder 1, Bancroft Library, University of California, Berkeley.

Bridges, but he believed that Bridges had made a mistake in the B-men's case. But Bridges himself, Merritt believed, would never admit to having made a wrong decision, because Bridges was a person who could not allow any challenge to his leadership. Merritt thought that Bridges had too much power and that "one man should not rule the union."

Nevertheless, he deliberately refused to talk about his personal ideas to the newsman. On the other hand, when a newsman asked Bridges to comment on the picketers and their claim that it was unfair for the 82 B-men to be fired after working on the waterfront for four years, Bridges disrespectfully answered that the men were "crooks and chisellers [who] should have been kicked out after six months [probationary period], but we were lenient and let them stay another three and a half years."<sup>87</sup>

In November 1963, hearings before the California Unemployment Insurance Appeals Board began but did not end until April of the following year. The decision of Donald Gibson, Referee of the Board, rendered in May -- almost ten months after the initial filing of the appeals -- was, nevertheless, a huge victory for the B-men. Gibson found that some dispatchers in the hiring hall had informed many B-men that it had been unnecessary for them to sign in to work on Sundays because their chance to get dispatched on Sundays had been very slim -- a reason why some B-men's records on work hours did not match with those on their books and caused them to appear to violate low-man-out rules. For example, Antonio Cafeterio had been fired for one incident that occurred on a Sunday. He had signed in for the Sunday's work, but he had not showed up to the hall and thus he missed the job assignment when his number had been called. If this occurrence had happened on any other

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<sup>87</sup> Weir, "The ILWU: A Case Study in Bureaucracy -- II," *New Politics*, Vol III, No. 2 (Summer, 1964): 63; Paul Jacobs, "Harry, The Gag Man," *The New Leader*, July 6, 1964, p. 12; and Willie Merritt, Interview, Reel #31.

day of the week, Cafeterio would have added a certain number of hours, as a penalty for “flopping,” to his accumulated work hours when he signed in the next day. But it had happened on a Sunday when the penalty had not been required for flopping. Therefore, Cafeterio had not added a certain number of hours, but he had nevertheless been fired for that incident.<sup>88</sup>

Gibson acknowledged the B-men’s claim that they would not have voluntarily quit showing up to work, as the PMA had argued, because there was no reason for them to do so. In addition, workers could not have expected at the moment of the violation of certain rules that they would be fired for the conduct, because such behavior had been previously condoned and allowed by the employer and by the union. Moreover, upon violation, diverse forms of penalties were assessed and satisfied, and the workers continued to work thereafter -- all of which demonstrated that these violations of the rules could not be invoked as the reason to deregister them. Gibson further pointed out that the “principal party” that would be hurt from the workers’ pro rata payment and low-man-out violations had been Local 10, not the employers. But when Local 10 representatives on the Port Committee had demanded their reinstatement and promotion to A status, the local proved that the union was never “aggrieved” by the B-men’s actions.<sup>89</sup>

The victory in the unemployment insurance appeals cases meant more to the B-men than merely acquiring the insurance benefits that they sought. Their hopes for eventually

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<sup>88</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, Arthur Brunwasser and Fred L. Kurlander, “Appellants’ Brief,” filed October 6, 1977, pp. 34-35.

<sup>89</sup> Weir, Affidavit, pp. 38-45; *George R. Williams, et al. vs. Pacific Maritime Association et al.*, #20,719, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Irving A. Thau, Francis Heisler, and Arthur Brunwasser, “Brief for Appellants,” filed September 12, 1966, p. 22-23, National Archives and Records Administration, Kansas City, Missouri [which will be subsequently referred to as “Brief”]; and *George R. Williams, et al. vs. Pacific Maritime Association et al.*, #20,719, Richard Ernst, Mary C. Fisher, Dennis T. Daniels, “Brief of Appellee PMA,” February 6, 1967, p. 15.

getting their jobs back greatly increased. Besides, by the end of the hearings before the California Unemployment Insurance Appeals Board, fifty four LJDC members had filed a law suit in the U.S. District Court for Northern California against the PMA, ILWU, Local 10, and several union officers.<sup>90</sup> The complaint in *George R. Williams, et al. v. PMA & ILWU, et al.* alleged that by discharging the B-men, the PMA and the ILWU broke the collective bargaining agreement -- a violation under the Labor Management Relations Act (LMRA) §301 (a). The LMRA Section 301, commonly called the Taft-Hartley Act of 1947, revised the NLRA of 1935 in order that not only employers but also unions could be subject to litigation if they breached a contract. According to the law, unions, as well as employers, should be “responsible for their acts and acts of their agents.”<sup>91</sup> The B-men also claimed that the union violated its “duty of fair representation.”<sup>92</sup> The unemployment insurance appeals cases thus provided the B-men with not only some form of justice, but also a high level of expectation that they would win the district court case and soon be reinstated.

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<sup>90</sup> *George R. Williams, et al. v. Pacific Maritime Association, et al.*, Civil No. 42284, In the United States District Court for the Northern District of California, Southern Division. The fifty four plaintiffs were Rhody Adams, Robert E. Birks, Antonio S. Cafeteiro, William Thomas Carroll, James U. Carter, Timothy E. Carter, Johnny, J. Chrry, Herman Crawford, Edgar L. Dunlap, Rober W. Fleeton, Percy Fountaine, Oliver Geeter, Frank Giannino, Ellis E. Graves, James Green, Eathen Gums, JR., Ulysses Hawkins, Fred Hayes, Mack Hebert, Conway T. Hudson, Arthur Hughes, Willie J. Hurst, Willie Jenkins, Jr., Charles J. Johnson, William Jones, Melvin Kennedy, Louis T. Lacy, James W. Lankford, John T. Leggett, Cleo Love, Mario v. Luppi, Chris E.E. Makaila, Paul May, Anthony Melvin, Jr., Willie C. Merritt, Donald L. Nau, Frank Nereu, Manuel Nereu, Jr., Thomas Nisby, Willie D. Palmer, Leroy J. Provost, Edward Reed, Jermiah Richards, Louis J. Richardson, Albert W. Roberts, Walter L. Robinson, Reginald Saunders, Alfred L. Straughter, John Thylstrup, Thodore Tolliver, Stanley L. Weir, Willie J. Whitehead, George R. Williams, Arthur G. Winters.

<sup>91</sup> Labor Management Relations Act (Taft-Hartley Act) §301(a), 61 Stat. 156 (1947), 29 U.S.C. § 185(a)

<sup>92</sup> The B-men’s complaint also included charges against several individuals, most of whom were ILWU officers, including Harry Bridges and Tom Silas, for showing hostile discrimination against the B-men. For remedies, it sought reinstatement, recovery of wages lost, and monetary compensation for damages. See Chapter 6, below.

## Chapter 6

### ***George R. Williams, et al. v. PMA, et al.: A Union's Duty of Fair Representation, 1964 - 1969***

The deregistered B-men who had formed the Longshore Jobs Defense Committee (LJDC) had filed a lawsuit in 1964 in the U.S. District Court for the Northern District of California against the PMA and the ILWU. They claimed that both had breached the contract agreement by deregistering them. They also added a complaint against the union for violating its duty of fair representation. A district court judge dismissed the case in a summary judgment, but in 1967, the U.S. Court of Appeals for the 9<sup>th</sup> Circuit Court returned the case to the lower court for trial. The PMA and the ILWU made unsuccessful attempts to reverse the circuit court's decision by appealing to the U.S. Supreme Court. This chapter examines the arguments made by both camps and the rulings rendered by judges in the district and appellate courts. In order to understand how the B-men's lawsuit developed, discussed here are the pertinent legal precedents showing the origin and evolution of the concept of a "union's duty of fair representation" and the complexity of issues involved in fair representation cases.

The arguments made in the courts demonstrate how the meaning of "fairness" was contested by lawyers and judges who attempted to define it within existing legal parameters. The B-men's attorneys claimed that the ILWU had unfairly represented the deregistered B-men when it had retroactively and arbitrarily applied promotion standards – a conduct that had been motivated by several union officers' hostility and desire to discriminate against the B-men. Their meaning of "fairness" rested upon the B-men's understanding of the



“traditional,” as well as contractual, procedures that the union had historically employed in promotion processes. However, the arguments made by the PMA and the ILWU in the district court focused on technical matters, such as whether the district court had jurisdiction over the case. In doing so, they created a situation that hindered the desire of the workers to reach the point of contesting the meaning of fairness. In their arguments in the appellate court, the union and the PMA justified the firing of the B-men by claiming that the industry needed new criteria to promote the most “qualified men” with the impending turn toward mechanization. They argued in their appeal to the California Supreme Court that the “mere discrimination” of treating workers differently should be “insufficient to establish a basis for judicial intervention,” and they thus claimed that the court should dismiss the case.

Although the PMA and the ILWU failed to reverse the decision of the circuit court, their appeals dragged the case out for another year. Moreover, Harry Bridges brought a libel suit against over a dozen members of the Workers Defense League. He accused the supporters of the B-men of stating publicly that the B-men’s deregistration had rested upon racial discrimination. Although he dropped the libel case in 1969, his four-and-a-half year lawsuit also drained the B-men’s resources and time. Adding insult to injury, the B-men’s first lawyer, Sydney Gordon, made a series of decisions that managed to delay the process and acted against them when they fired him. Jurisdictional challenges, a bogus libel suit, and actions by their own attorney added to the difficulties that the B-men had to go through in their legal battles.

## 1. Grievance Appeals

Upon receiving a final deregistration letter in July 1963, each Longshore Jobs Defense Committee (LJDC) member had sent a letter to the Port Labor Relations Committee (Port Committee), in which he had stated,

I received your letter denying my hearing appeal. In so doing you consummated an action that is discriminatory. You have not judged all the men involved by the same standards. I appeal your decision and request another hearing as stipulated, where I will prove and document this discrimination.

For the ensuing nine months, no LJDC member received an answer. But after LJDC members won their case in the California Unemployment Insurance Appeals Board in May 1964, they received notices from the Port Committee, granting them another hearing.<sup>1</sup>

Sydney Gordon, the LJDC lawyer, suspected that the Port Committee's setting up another hearing at this time was no more than a mere gesture to avoid the legal suit. He asserted that because the committee delayed the hearing for almost a year, it should not be allowed to have jurisdiction over his clients' cases.<sup>2</sup> In addition, the committee could not possibly provide a fair process because the same individuals who had deregistered the B-men would again be judging them. He got a temporary injunction order against any additional hearings and advised the B-men not to appear.

Moreover, the PMA and the ILWU attempted to frame the B-men's grievances as ones falling under Section 13 of the contract agreement, which prevented any discriminatory conduct against a longshoreman based on his membership status, union activism, race, creed, national origin, or his political or religious beliefs. Although the B-men had stated in their letters that they had been discriminated against, they had never argued that the

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<sup>1</sup> For the California Unemployment Insurance Appeals Board decision, see Chapter 5, above.

<sup>2</sup> *Williams v. PMA*, #20719, Exhibit G, Sydney Gordon's letter to Richard Ernst and Norman Leonard, November 18, 1964, in Richard Ernst et al., "Appendices to the Brief of Appellee Pacific Maritime Association," filed February 7, 1967, National Archives and Records Administration (NARA), Kansas City, Missouri.

discrimination experienced by them fell into any of these categories. The union and the PMA insisted that the B-men's grievances fell under the discrimination clause probably because if a grievance had fallen under the discrimination clause, it had been the grievant's responsibility to file a complaint within ten days of the occurrence of the infraction.<sup>3</sup> Moreover, a grievance regarding discrimination was one that could be taken to arbitration by the grievant directly at his own expense. In other words, the grievant did not have to wait for the union's decision to find out whether it would file an appeal of his grievance to arbitration. By insisting upon this, the union and the employer might have wanted to blame the B-men for not having pursued their grievance on their own and at their own expense.<sup>4</sup> This attitude was revealed in Melvin Kennedy's hearing before the Port Committee.<sup>5</sup>

Against his lawyer's advice, Melvin Kennedy appeared at the Port Committee hearing. Munter, the PMA lawyer, asked Kennedy if he believed that the committee treated him unfairly because of his "membership status." Kennedy responded, "Well I'd like to explain to you, if I can." Ignoring Kennedy's response, the lawyer changed his question asking him if his claim was about discrimination against him because of his activity for or against the union. The PMA lawyer continued, "In other words, that you did something against the union or you acted in favor of the union?" Kennedy responded, "I always thought that I acted in favor of the union." Munter questioned, "Do you think that had

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<sup>3</sup> According to Section 17. 4, the joint committee needed to act on it within 7 days of filing the grievance. But it stated that the time can be extended beyond 6 months. *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, Norman Leonard and Richard Ernst, "Appendix to Defendants' Briefs," Filed July 11, 1978, pp. 102-105, NARA.

<sup>4</sup> Arthur Brunwasser pointed out that by insisting this, the PMA and the ILWU wanted to make a ground for their claim in the federal court later that the B men should have followed the "internal grievance machinery" before they filed a complaint to a court. Arthur Brunwasser, Interview, January 26, 2015.

<sup>5</sup> *Williams v. PMA*, #77-1398, Arthur Brunwasser and Fred L. Kurlander, "Appellants' Brief," filed on October 6, 1977, pp. 20-21, NARA.

anything to do with your deregistration?” Kennedy retorted, “About acting in favor of the union?” Kennedy wanted to explain what he really meant by the type of discrimination that he claimed, but never got any chance to do so because another PMA lawyer intervened and stated that they did not have time to discuss the matter, and if they were to discuss it, they should set up another hearing.<sup>6</sup> Kennedy did not subsequently have another opportunity to explain his meaning of discrimination and the Port Committee affirmed his, and other B-men’s, deregistration.

In October when the Coast Labor Relations Committee (Coast Committee) called the B-men to appear for the appeals hearings, Cleo Love, by heeding his wife’s advice, attended his hearing on the 20<sup>th</sup> of November, although other LJDC members decided not to attend, as Gordon instructed.<sup>7</sup> Harry Bridges, Coast Committee Chair, emphasized that unless Love’s grievance was about discrimination under Section 13, the committee had no business discussing any other matters. Nevertheless, the conversation between Love and Bridges at the hearing revealed an important aspect about how the union taught them the rules and how the B-men perceived them -- a conversation that would provided a piece of crucial evidence used by their future lawyer, Arthur Brunwasser. Bridges asked Love if he recalled the instructions given to the B-men at special meetings: If any B-man did not pay his pro rata share, he would be deregistered. Love’s answer was:

Yes. You said that people that didn’t pay it would count against you. I’m not one of the guys that didn’t pay. But I paid late. *And you didn’t say in any of your talks to*

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<sup>6</sup> Ibid., pp. 21-22.

<sup>7</sup> According to Brunwasser and Kurlander, Sydney Gordon sent an ambiguous letter to the Coast Committee, which subsequently interpreted the letter as a notice of appeal from the Port Committee’s decision and thus the Coast Committee called the B-men for hearings. Ibid., p. 23.

*us that paying late we could lose our jobs.* You said that people that don't pay it would count against you.<sup>8</sup>

Bridges retorted that being deregistered for a longshoreman was analogous to losing a driver's license for a truck driver when he violated traffic laws. Love responded:

Like you say, they lose their license. They don't take it away permanently. They may give 30 days suspension. What they did here [in the B-men's case] they took the job completely with no suspension – no nothing.<sup>9</sup>

Love's responses demonstrated that Bridges contradicted himself regarding what the rules were and how they were enforced. Love knew that he had followed the rules and had paid penalties commensurate with any infraction of the rules. He cogently argued that permanently deregistering these men who had paid up what they owed was unfair, unreasonable, and against the rules as they were instructed to the B-men.

Despite Love's reasonable and forceful argument, the hearing did not result in a revocation of his deregistered status. On December 18, the Coast Committee made a final decision: Neither the union nor the PMA had discriminated against the B-men under Section 13 in deregistering them -- a decision on grievances that the B-men had never claimed. This ruling did not surprise LJDC members. It rather confirmed their belief that use of internal grievance procedures would be futile in pursuing their reinstatement. The ruling added more reason to make them think that they should pursue their goals through the legal system.

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<sup>8</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, the United States Court of Appeals for the 9<sup>th</sup> Circuit, "Petition for rehearing and suggestion of Appropriateness of hearing," Arthur Brunwasser and Fred L. Kurlander, March 7, 1980, p. 12, Materials Relating to I.L.W.U. Case, Longshoremen – B-List, 1963-84, BANC 85/169 C, Box 2, Folder 2, Bancroft Library, Berkeley, California.

<sup>9</sup> *Ibid.*, p. 13.

## 1. The Concept of “Duty of Fair Representation” and a Debate over Jurisdiction

Soon after the Coast Committee affirmed the B-men’s deregistration, the B-men received favorable news. Herman Marx, the Trial Examiner for the National Labor Relations Board, rendered a decision on Johnson Lee and four other B-men, which validated their complaints.<sup>10</sup> Marx pointed out that “the explicit promotion standards were adopted through a breach of the duty of fair representation” and ordered the workers’ reinstatement with back pay and interest. Encouraged by the examiner’s decision, the LJDC members also filed their complaints with the Board. They were rejected, however, because the “six-month” statute of limitations had expired. LJDC members insisted that their complaints were submitted within the six-month limitation because only five months had passed since the Coast Committee’s decision, which was the actual final decision on their deregistration status. But the Board ruled that they should have filed their cases within six months from July, 1963, when the Port Committee had deregistered them.<sup>11</sup>

Exacerbating the situation for the LJDC at this time was the souring of their relationship with their attorney Sydney Gordon. The complaint submitted to the District Court of Northern California in April 1964 and two subsequent amended complaints

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<sup>10</sup> The five B-men were: Johnson Lee; James Cagney; Wilbert Howard, Jr.; Adrian McPherson; and Kenneth Vierra. See *George R. Williams, et al. vs. Pacific Maritime Association et al.*, #20,719, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Stanley, L. Weir, “Affidavit of Stanley L. Weir in Opposition to Motions to Dismiss,” pp. 45-46, sworn in August 11, 1965, Appendix to Irving A. Thau, Francis Heisler, and Arthur Brunwasser, “Brief for Appellants,” filed September 12, 1966, NARA [will be subsequently called as “Affidavit”]; Stan Weir, *Singlejack Solidarity*, ed. George Lipsitz (Minneapolis and London: University of Minnesota Press, 2004), p. 357, note #11; and *Williams, et al. v. PMA, et al.*, Civil No. 42284, Judge George B. Harris, “Finding of Fact and Conclusions of Law,” August 27, 1976, p. 39, Materials Relating to I.L.W.U. Case, Longshoremen – B-List, 1963-84, BANC MSS 85/169 C, Box 2, Folder 2, Bancroft Library, Berkeley, California.

<sup>11</sup> The Coast Committee decision was made in December, 1964, and thus LJDC members believed that filing a complaint in May, 1965, was within the statute of limitations. See Thau, Heisler, Brunwasser, “Brief,” pp. 26-27 and “Closing Brief,” pp. 4-5.

submitted in early 1965 were all dismissed for the ambiguity of their claims.<sup>12</sup> In addition, according to Stanley L. Weir, Gordon had submitted the complaints before discussing them with LJDC members -- a circumstance suggesting that there had been lack of communication or disagreements between Gordon and the members that created tension and eventually a breach. The relationship became more complicated when Gordon filed suit against the B-men for fee payments once the men found substitute lawyers with the help of the Workers Defense League. Gordon refused to step down and cooperate with the new counsels. Indeed, he prevented them from getting access to the case files, and the new attorneys had to get a court order to obtain the files.<sup>13</sup>

By the end of June, all but three LJDC members were able to discharge Gordon and replace him with Irving A. Thau, Francis Heisler, and Arthur Brunwasser. Thau was well known as a civil liberties and rights attorney in New York City, who got involved in the case through the Workers Defense League (WDL).<sup>14</sup> Because he did not reside in San Francisco, Thau looked for an attorney who lived in the city and who could submit briefs and appear at the district court. Through Paul Jacobs, one of the B-men supporters and a member of the LJDC-WDL Defense Committee,” he found Brunwasser, a young lawyer in his third year of

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<sup>12</sup> The complaint was dismissed by Judge Albert C. Wollenberg on July 21, 1964: The first amended complaint was filed in August, 1964, which was again dismissed on October 27, 1964; the second amended one was filed in November, 1964, which was dismissed on January 11, 1965; and the third amended one was filed in January, 1965. See *PMA, et al. v. Williams, et al.*, In the Supreme Court of the United States, No 1061, Richard Ernst and Norman Leonard, Appendix to “Petition for a Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit,” Filed on January 29, 1968, pp. 1-6, in Pacific Maritime Association v. Williams (George) U.S. Supreme Court Transcript of Record with Supporting Pleadings ed. Mary C. Fisher and Irving A. Thau (n.p.: Gale MOML Print Editions, October 29, 2011); and Richard Ernst, Mary C. Fisher, and Dennis T. Daniels, “Brief for Appellee PMA,” pp. 19-21.

<sup>13</sup> *George R. Williams vs. PMA*, #20719, Brunwasser, “Affidavit in Support of Motion to Dismiss Appeal” attached to the “Notice of Motion for Order Dismissing Appeal of Certain Parties,” Filed on Feb 8, 1966, p. 4; and Brunwasser, Interview by author, September 8, 2014. Weir stated that dealing with Gordon made the B-men “absolutely broke” financially. See Weir, “New Technology,” in Singlejack Solidarity, ed. Lipsitz, p. 55.

<sup>14</sup> Weir, “New Technology,” in Singlejack Solidarity, ed. Lipsitz, p. 55.

practice, who had worked as a volunteer attorney with the American Civil Liberties Union (ACLU) in San Francisco. Jacobs had known Brunwasser when the latter had volunteered for a farm workers support group called “Citizens for Farm Labor.” At the time when Brunwasser accepted the co-counsel position in the *Williams* case, he was told by Thau that “all the work would be done in NYC” and his duty would not be intense but would entail merely filing papers with the court. He thus did not anticipate that he would become the main attorney for the B-men in the very near future.<sup>15</sup> Heisler, a seventy-year old lawyer who had emigrated from Hungary after the First World War, was well-known for defending hundreds of conscientious objectors during the Second World War and the Korean War. Thau did not expect Heisler to help much with the litigation, but bringing him on board added prestige to the team.<sup>16</sup>

On June 21, 1965, Thau, Heisler, and Brunwasser submitted a Fourth Amended Complaint, which dealt only with fifty-one men, separating them from the three others who were still represented by Gordon and whose litigation continued based on the Third Amended Complaint.<sup>17</sup> Because the union was part of joint committees that had made decisions on the B-men’s deregistration, the complaint was inevitably made against both the PMA and the ILWU. One of their core arguments was that by deregistering the B-men, the union and the employers had breached the collective agreement because nowhere in the

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<sup>15</sup> Brunwasser, letter to LJDC Steering Committee, November 14, 1980, p. 5; and Brunwasser, Interview by author, September 8, 2014.

<sup>16</sup> Francis Heisler, Obituary, *New York Times*, July 7, 1984; and Brunwasser, Interview, 2014.

<sup>17</sup> Three B-men who kept Gordon as their attorney were William Thomas Carroll, Chris E.E. Makaila, and John Thylstrup. Why they stayed with Gordon remains unknown. On July 7, 1965, Judge George B. Harris dismissed the Third Amended Complaint. Nevertheless, the thorny relationship between Gordon and his former clients continued throughout until the end of 1967. See *George R. Williams vs. PMA*, #20719, Thau, Heisler, and Brunwasser, “Notice of Motion for Order Dismissing Appeal of Certain Parties,” February 8, 1966, NARA.



agreements were provisions stipulating that B-men would be deregistered due to the violations that the B-men were fired for. One complaint was specifically made against the union: the ILWU violated its duty of fair representation by arbitrarily and retroactively applying the rules to B-men and also by failing to provide due process and equal protection in the process of promotion. It emphasized several union officers' hostile discrimination against the men deregistered – an aspect demonstrating the union's failure to perform their duty of fair representation.<sup>18</sup>

Although the B-men thought that they deserved to be reinstated to the A status because their peer longshoremen had been already promoted, they lowered their expectations and agreed to seek to get back to their B-men status. But they demanded that several individuals, such as Harry Bridges, Bill Chester, and Tommie Silas, who had shown hostility toward them and who “conspired” to cause the employer and the union to fire them, should be enjoined from being agents of a future promotion process of the B-men after they were reinstated. They also claimed lost wages and damages from the PMA and the ILWU, as well as from several individual union officers. Due to the fact that the Port Committee deregistered them, ILWU Local 10 and several Port Committee members were also included in the suit as defendants.<sup>19</sup>

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<sup>18</sup> *George R. Williams, et al. v. Pacific Maritime Association, et al.* No. 20719 United States Court of Appeals for the Ninth Circuit, Thau, Heisler, and Brunwasser, “Brief,” 6-22 and “Reply Brief for Appellants,” April 28, 1967, NARA.

<sup>19</sup> The individuals who were sued against were Harry Bridges, Howard Bodine, L.B. Thomas, William Chester, Robert Rohatch, Thomas Silas, Charles Hoffman, Joseph Perez, Albert James, Richard Harp, and James Kearney. See *PMA, et al. v. Williams, et al.*, In the Supreme Court of the United States, No 1061, Irving A. Thau, Francis Heisler, & Arthur Brunwasser, Appendix C [“Fourth Amended Complaint”] to “Respondents’ Brief in Opposition to Petition for a Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit,” Filed on February 29, 1968, pp. 65a, in *Pacific Maritime Association v. Williams (George) U.S. Supreme Court Transcript of Record with Supporting Pleadings*, ed. Fisher and Thau.

In regard to the legal concept of a labor union's duty of fair representation, the 1944 U.S. Supreme Court decision in *Steele v. Louisville & Nashville Railroad Co. et al.* established its precedent and authority. Bester William Steele, a black locomotive fireman, had brought a law suit on behalf of his fellow black firemen against both the Brotherhood of Locomotive Firemen and Enginemen and the railroad corporations when the union and the corporations amended their contract to eventually eliminate black workers from the industry. Black railroad workers, having been excluded from union membership because of their race, were neither allowed to participate in the decision-making process of the new contract nor notified about the contract changes. When the contract became effective, their positions were replaced by white men junior to them and they were demoted to more difficult jobs that were less remunerative. When the black workers protested and appealed to the union, their appeals were ignored.

Steele and other black firemen filed a complaint into a state court in Alabama in early 1942, arguing that the union had a duty to represent all employees, including non-union workers, impartially and in good faith, but instead it had been hostile to black firemen and deliberately discriminated against them. The black firemen sought an injunction against the union and the employers from enforcing the contract as well as against the union from purporting to act as the representative of black workers as long as the discrimination continued.<sup>20</sup> In their appeal, the Alabama Supreme Court upheld the Jefferson County Circuit Court decision that had ruled against the black firemen, holding that the majority of the workers in the craft had the right to determine who ought to represent the workers in the

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<sup>20</sup> *Steele v. Louisville & Nashville Railroad Co. et al.* No. 45 Supreme Court of the United States, 323 U.S. 192; 65 S. Ct. 226; 89 L. Ed. 173; 1944 U.S. Lexis 1244; 9 Fair Empl. Prac. Cas. (Bna) 381; 9 Lab. Cas. (Cch) P51,188; 1 Empl. Prac. Dec. (Cch) P9607; 15 L.R.R.M. 708, December 18, 1944, Decided.

unit and that the union, elected by the majority, was given power by the Railway Labor Act to negotiate with the employer regarding seniority rules and working conditions “without any legal obligation or duty to protect the rights of minorities from discrimination or unfair treatment, however gross.”<sup>21</sup>

However, in 1944 the U.S. Supreme Court reversed the decision of the Alabama Supreme Court by stating that when Congress enacted the Railway Labor Act authorizing a labor union to represent the workers in a workplace, it “did not intend to confer plenary power upon the union...without imposing on it any duty to protect the minority.” Because black workers were non-members of the union, the authority of the union to represent them arose not from black workers’ consent but from “the command of the Act.” The union thus had a fiduciary duty to equally protect the interests of all employees, “regardless of their union affiliations or want of them.” The court asserted that the union’s conduct was in violation of a federal statute and that judicial remedies for the black firemen were necessary. It granted both injunctive relief and damages.<sup>22</sup>

The *Steele* decision set a standard for future cases regarding a union’s duty of fair representation. The union, as an exclusionary body representing all workers in a workplace, must “*represent non-union or minority union members of the craft without hostile discrimination, fairly, impartially, and in good faith.*”<sup>23</sup> However, what constituted a union’s “hostile” discriminatory, “partial,” and “arbitrary” conduct had not been squarely

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<sup>21</sup> The National Labor Relations Act of 1935 did not cover railway workers, whose rights were instead stipulated under the Railway Labor Act. For the Alabama Supreme Court decision, see *Steele v. Louisville & N. R. Co. et al.*, No. 6 Div. 153, Supreme Court of Alabama, 245 Ala. 113; 16 So. 2d 416; 1944 Ala. Lexis 228, January 13, 1944.

<sup>22</sup> *Steele v. Louisville & Nashville Railroad Co. et al.* No. 45 Supreme Court of the United States, December 18, 1944, Decided.

<sup>23</sup> *Ibid.*, [323 U.S. 192], p. 204.

constructed. Rather, the meaning of these words had been contested by workers, unions, employers, lawyers, and judges, in the process of interpreting and applying them in each case.

In the B-men's case -- *George R. Williams, et al. v. PMA, et al--*, the attorneys for the workers found a lot of parallels between the B-men's situations and those of the black locomotive firemen in *Steele*. Just like the black locomotive firemen, the B-men were excluded from union membership and were precluded from participating in the decision-making process of negotiating the collective agreement. The B-men's lawyers claimed that by arbitrarily applying the promotion rules to the B-men and by not providing due process in hearings and in appeals, the ILWU had breached its duty of fair representation, let alone violating the contract. They argued that although discrimination against black workers in *Steele* was racially motivated, its basic concept could be extended to all forms of hostile discrimination.<sup>24</sup>

In his 62-page affidavit submitted to the court in order to counter the PMA and ILWU's argument for summary judgment, Weir described how events unfolded between 1959 and 1963, his involvement in union affairs as a B-men representative, and the promotion process. Weir emphasized how he became a target of the union officers who had been waiting for a chance to fire him for his criticism on the Mechanization and Modernization Agreement. His focus was to prove the existence of hostile and discriminatory conduct by the union against him and other B-men who had spoken up

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<sup>24</sup> Thau, Heisler, and Brunwasser, "Brief," p. 44.

against the contract. He also exposed how the promotion process was arbitrary and lacked due process.<sup>25</sup>

Many B-men felt discriminated against because they had worked on the waterfront as “second” class workers for a long time and then were deregistered based on unexpected standards set in 1963. They also felt unfairly treated because not all B-men had been judged by the same standards. They had witnessed or heard about some B-men having been promoted by paying some amount of money as a bribe. However, when they formed the LJDC, they decided not to talk in public about the unsavory aspect because they did not want to harm those who had been promoted.<sup>26</sup> Without telling the part that bribery of union officers had played in the promotion process, they believed that their claim of unfairness could still prevail.<sup>27</sup>

In countering the B-men’s complaint, The ILWU and the PMA argued that the court must dismiss the case on three grounds. First, the court should issue a summary judgment because there was “no genuine issue” regarding any material facts and dismiss it in their favor because there was no breach of contract. Second, the duty of fair representation claim fell under the National Labor Relations Act and thus had been “preempted” by the National Labor Relations Board. The U.S. District Court, therefore, had no jurisdiction and was obligated to dismiss the case.<sup>28</sup> Third, because the B-men had not exhausted grievance

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<sup>25</sup> Weir, “Affidavit.” For how Weir was selected as a B-men representative, see Chapter 4, above. For the process of deregistration, see Chapter 5, above.

<sup>26</sup> Weir, Interview, Reel #41, August 29, 1977, Materials Relating to I.L.W.U. Case, Longshoremen – B-List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

<sup>27</sup> Legally proving that some B-men with worse records had been promoted by bribery would have been difficult anyway. The B-men’s lawyer Brunwasser did not recall any evidence supporting this claim and thus these accounts would have been treated as hearsays. Moreover, seeing somebody else’s record could not have been easy for any longshoreman. Brunwasser, Interview with author, September 8, 2014.

<sup>28</sup> *George R. Williams et al. v. Pacific Maritime Association et al.* United States Court of Appeals for the Ninth Circuit, No. 20719, Norman Leonard, “Brief for Appellee, ILWU,” filed January 30, 1967; and *George*

procedures provided by the contract agreement before they filed a law suit, they could not seek any remedy from the court.

The union and PMA's claim on summary judgment mimicked similar kinds of motions that had successfully worked in their favor in the *ILWU v. Kuntz* (and the *PMA v. Kuntz*) case which the union and the employers had dealt with in the previous year. In the *Kuntz* case, ship clerks in the Seattle local had filed a suit, accusing the ILWU and the PMA of violating their contract agreement regarding the promotion process of Class B clerks. The union and the employers had countered that the clerks did not have any countervailing evidence and demanded the judge render a summary judgment. The trial court did not grant their motion, but the U.S. Court of Appeals for the 9<sup>th</sup> Circuit reversed the trial court decision by agreeing with the union and the PMA.<sup>29</sup>

In addition, the union and the PMA asserted that they had "modified" or "amended" the rules in early 1963 – a conduct that could not constitute a breach of contract. The B-men's complaint, therefore, was made against the "modified contract" itself, rather than against a "breach of contract." This meant that the B-men failed to prove any contractual violations that had been committed by either the union or the employer. If, in point of fact, there had been no breach of contract, then the only issue involved in the case might be the duty of fair representation issue. But, according to the employers and the union, duty of fair

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*R. Williams et al. v. Pacific Maritime Association et al.* United States Court of Appeals for the Ninth Circuit, No. 20719, Richard Ernst, Mary C. Fisher, and Dennis T. Daniels, "Brief for Appellees Pacific Maritime Association," filed February 6, 1967, NARA.

<sup>29</sup> *International Longshoremen's and Warehousemen's Union, v. Paul R. Kuntz And John G. Cvitkovic. Pacific Maritime Association v. Paul R. Kuntz And John G. Cvitkovic*, Nos. 18981, 18987, United States Court Of Appeals For The Ninth Circuit, 334 F.2d 165; 1964 U.S. App. Lexis 4883; 56 L.R.R.M. 2708; 50 Lab. Cas. (Cch) P19,095, June 26, 1964.

representation cases should be treated as “unfair labor practices” that were under the exclusive jurisdiction of the NLRB.

To be sure, unfair labor practice litigation had been generally considered under NLRB’s jurisdiction under NLRA Section 8, which stipulated what constituted unfair labor practices. Following the 1953 U.S. Supreme court decision in *Garner v. Teamsters, Chauffeurs And Helpers Local Union No. 776*, the Fourth Court of Appeals of California had declared in the 1954 *San Diego Building Trades Council, et al. v. Garmon* case the NLRB’s exclusive jurisdiction over unfair labor practice cases, and in 1959 the U.S. Supreme Court had affirmed it.<sup>30</sup> These courts gave the “uniformity” of dealing with cases and the “expertise” of the Board as the rationale for their rulings.

However, a union’s breach of duty of fair representation had not been considered constituting an activity prohibited by NLRA Section 8. In other words, the duty of fair representation was not traditionally charged under unfair labor practice provisions, and state and federal courts had thus heard duty of fair representation cases and made decisions on them since the *Steele* case. Although the NLRB also had dealt with duty of fair representation cases, it had not challenged the concurrent authority of state or federal courts. Nevertheless, in the late 1950s in the *Miranda Fuel Co.* case, the NLRB claimed that duty of fair representation cases should be ruled under unfair labor practice codes and the Board thus held exclusive jurisdiction over duty of fair representation cases. This “*Miranda*

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<sup>30</sup> *Garner et al., Trading As Central Storage & Transfer Co., v. Teamsters, Chauffeurs And Helpers Local Union No. 776 (A. F. L.) et al.*, No. 56, Supreme Court Of The United States, 346 U.S. 485; 74 S. Ct. 161; 98 L. Ed. 228; 1953 U.S. Lexis 2575; 24 Lab. Cas. (Cch) P68,020; 33 L.R.R.M. 2218, December 14, 1953, Decided; *Garmon v. San Diego Building Trades Council et al.*, Civ. 4854, Court Of Appeal Of California, Fourth District, 273 P.2d 686; 1954 Cal. App. Lexis 2152; 26 Lab. Cas. (Cch) P68,656, August 25, 1954, Decided; and *San Diego Building Trades Council et al. v. Garmon et al.*, No. 66, Supreme Court of the United States, 359 U.S. 236; 79 S. Ct. 773; 3 L. Ed. 2d 775; 1959 U.S. Lexis 1819; 37 Lab. Cas. (Cch) P65,367; 43 L.R.R.M. 2838, April 20, 1959, Decided.

doctrine” created an environment in which the debate over duty of fair representation became focused on the jurisdictional matter.<sup>31</sup>

The *Miranda Fuel Co.* case had begun in 1957 when Michael Lopuch, a truck driver for Miranda Fuel Company and a member of the Teamsters, had taken a leave of absence with his employer’s permission three days earlier than the designated time on the contract agreement. When he failed to return to his work by the designated date, his union reduced his seniority. The union subsequently uncovered that Lopuch’s late return was due to an excused illness, but it still reduced his seniority anyway by insisting that he had taken his leave three days early and then demanded that his employer should accept the union’s decision on Lopuch’s seniority – a request to which the employer acquiesced. Lopuch filed a complaint to the NLRB.<sup>32</sup>

NLRB ruled that Lopuch’s leaving work three days early with the employer’s permission did not give enough reason for the union to take away his seniority rights under the provision of the contract agreement that union referred to. The set dates for a leave of absence in the section were for those who did not have steady employment but wanted to take a leave of absence – a category to which Lopuch did not belong – and the section was clear that a loss of seniority could occur only for failure to return promptly, not for an early departure taken with the permission of the employer. The Board thus argued that reducing

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<sup>31</sup> Michael O’S. Floyd, “Administrative Enforcement of the Right to Fair Representation: The Miranda Case,” *Pennsylvania Law Review*, Vol 112, No. 5 (Mar., 1964), pp. 711-732; “Labor “Law: State Court Jurisdiction over Employee’s Damage Action against Union for Failure to Process Fully Grievance Is Not Pre-Empted by the NLRB: *Sipes v. Vaca*,” *Michigan Law Review*, Vol 65, No. 2 (Dec., 1966), pp. 373-385 [no author’s name].

<sup>32</sup> *National Labor Relations Board v. Miranda Fuel Co., Inc., & Local 553, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America*, No. 70, Docket 26232, United States Court Of Appeals For The Second Circuit, 284 F.2d 861; 1960 U.S. App. Lexis 3191; 47 L.R.R.M. 2178; 41 Lab. Cas. (Cch) P16,643, November 28, 1960, Decided.



Lopuch's seniority was an action against the contract. The NLRB further argued that by giving the union exclusive authority over seniority, the contract indirectly encouraged union membership – an action that was in violation of NLRA Section 8 stipulating unfair labor practice rules. The Board thus enjoined the union and the employer from delegating exclusive control over an employee's seniority to the union. By claiming that a breach of the duty of fair representation constituted an unfair labor practice over which the Board had expertise, the NLRB further declared that the Board had the sole authority over duty of fair representation cases.

Based on the fact that the NLRB's opinion in the *Miranda* case disapproved of a union's control over seniority and restricted the scope of union authority, it might have made more sense if the Board's decision had not been popularly cited by unions when sued by workers for unfair representation violations. However, the Board's claim for its exclusive jurisdiction over duty of fair representation cases, or the *Miranda* doctrine, was frequently utilized by unions, including the ILWU in the B-men's case, to fend off charges against them in federal or state courts.

The effectiveness of the *Miranda* doctrine was equivocal, however. In 1962, the U.S. Supreme Court in *Smith v. Evening News Association* held that a complaint involving an unfair labor practice that also violated a collective bargaining agreement did not deprive state courts of jurisdiction:

The authority of the [National Labor Relations] Board to deal with an unfair labor practice which also violates a collective bargaining contract is not displaced by

[Labor Management Relations Act] § 301, but it is not exclusive and does not destroy the jurisdiction of the courts in suits under § 301.<sup>33</sup>

Moreover, the NLRB's *Miranda* decision was reversed in 1963 by the U.S. Court of Appeals for the Second Circuit, which denied the enforcement of the NLRB's decision. The Circuit Court argued that a union's unfair representation of certain workers would not necessarily constitute an unfair labor practice as long as the union did not encourage or discourage union membership, just as an employer's discrimination against certain employees would not be considered as a violation of the unfair labor practice provisions of NLRA Section 8, "unless the discrimination was based on union membership or other union-connected activities."<sup>34</sup> The Court was unclear about the jurisdictional issue, but it did not endorse the "extended" power of the NLRB on duty of fair representation cases.

The Second Circuit Court's decision did not stem from its concern for broadening workers' rights or widening the scope of a union's duty of fair representation. Rather, its decision seemed to be affected by the advancement of the Black Freedom Movement in the larger society, but not because the court was supportive of movement. The judges stated:

We pause to observe that, against the background of the present nationwide interest in discrimination for reasons of race, nationality, color or religion, and the natural tendency of human beings to attribute their lack of success to discrimination of one kind or another against them, it seems inevitable that the Board would be inundated with charges of this character, were we to sustain the ruling of the Board in this case.<sup>35</sup>

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<sup>33</sup> *Smith v. Evening News Association*, No. 13, Supreme Court of The United States, 371 U.S. 195; 83 S. Ct. 267; 9 L. Ed. 2d 246; 1962 U.S. Lexis 2174; 46 Lab. Cas. (Cch) P17,962; 51 L.R.R.M. 2646, December 10, 1962, Decided, p. 197.

<sup>34</sup> *National Labor Relations Board v. Miranda Fuel Co., Inc., & Local 553, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America*, No. 73, Docket 26232, United States Court Of Appeals For The Second Circuit, 326 F.2d 172; 1963 U.S. App. LEXIS 3471; 54 L.R.R.M. 2715; 48 Lab. Cas. (CCH) P18,646; 1 Empl. Prac. Dec. (CCH) P9686, December 11, 1963, Decided.

<sup>35</sup> *Ibid.*, p. 176.

In other words, the court was concerned that the *Miranda* doctrine might bring many discrimination cases to the NLRB by black workers who had raised their voices louder in 1963 through direct actions, such as the March on Washington, for equality and fairness as citizens, workers, and as human beings. The judge forcefully proclaimed that the court should constrain the power of the NLRB in order to preclude black workers from seeking their rights through the law and the Board.

The “exhaustion” doctrine that the ILWU and the PMA claimed as the third ground for the dismissal of the *Williams* case rested upon their belief that the law required any worker to exhaust internal grievance procedures provided by the contract agreement before filing a lawsuit. In other words, the collective bargaining structure had set up its own grievance solving procedures based on a contract agreement, which was elevated like a constitution governing the relationship between the employer and the workers in the workplace. The court system should respect this system of self-governance. The PMA and the ILWU insisted that after the Coast Committee’s decision, the B-men could have appealed their case to arbitration, the final step of the grievance process stipulated by the contract, but they had not done so. This failure to exhaust grievance procedures disqualified them to get any remedies from the court.

The logic of the exhaustion requirement explained what legal historian Reuel Schiller calls the “industrial pluralist labor law regime” in which employers and unions sought to minimize governmental involvement in their relations.<sup>36</sup> The regime had been

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<sup>36</sup> Reuel Schiller, *Forging Rivals* (New York: Cambridge University Press, 2015). The term “industrial pluralism” was often used to conceptualize the collective bargaining system that had been established since the 1930s and that allowed the union selected by a majority of the workers in a workplace to represent the entire workforce as the exclusive agent to bargain with their employer for a contract agreement. Legal historian Katherine van Wezel Stone points out that the notion of industrial pluralism was created based on “a false

established since the Second World War when the court system largely acknowledged the authority of “private” tribunals governing grievance procedures set up by a collective bargaining agreement. Nevertheless, judges often set the conditions for the requirement. Moreover, Schiller claims that between 1960 and 1965, another legal regime for regulating the workplace emerged, which recognized individual workers the right to pursue their grievances in the court system.<sup>37</sup>

For example, in 1955, the Seventh Circuit Court in *Alice M. Anson et al., v. Hiram Walker & Sons, Inc* sustained the trial court’s dismissal of the case based on the argument that the workers who brought the suit had not exhausted internal remedies. The court held that the contract agreement between the workers and the company had “unambiguous” words about a grievance process and thus the workers who brought the lawsuit should have tried to use the grievance process. Nevertheless, the court opined that an employee could file a complaint to the courts against breach of a contract agreement before exhausting internal remedies if the state law did not require him to use up all measures of the grievance process stipulated by the contract. In the *Anson* case, according to the court, Missouri state law required an employee to do so and thus the workers should have done so before they came to the court.<sup>38</sup>

In the B-men’s case, the ILWU and the PMA invoked the U. S. Supreme Court decision in *Republican Steel Corporation v. Maddox*, which had been delivered just several months earlier. According to that decision, individual employees whose grievance arose due

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assumption” that management and labor had “equal power” in the workplace. See Katherine van Wezel Stone, “The Post-War Paradigm in American Labor Law,” *The Yale Law Journal* Vol. 90, no. 7 (Jun., 1981): 1511.

<sup>37</sup> Schiller, pp. 114-148.

<sup>38</sup> *Alice M. Anson et al., v. Hiram Walker & Sons, Inc.*, No. 11378, United States Court Of Appeals For The Seventh Circuit, 222 F.2d 100; 1955 U.S. App. Lexis 4508; 36 L.R.R.M. 2056; 28 Lab. Cas. (Cch) P69,152, April 29, 1955.

to a breach of a contract must attempt to use contract grievance procedures first before they take their grievance to the courts.<sup>39</sup> Although the Court also added that there could be exceptions to this rule depending upon the nature of the alleged grievances or how the union had handled the grievances, the ILWU and the PMA cited the *Maddox* decision to argue that the B-men had failed to exhaust internal remedies and thus could not take their case to the district court.

On October 8, 1965, Judge George B. Harris granted summary judgment on the Fourth Amended Complaint. The main content of his “Order Dismissing Fourth Amended Complaint” was: (1) the NLRB had exclusive jurisdiction over the alleged wrongful acts; (2) the complaint did not prove the existence of a contractual violation; and (3) the B-men failed to exhaust the internal grievance procedures. Consequently, he dismissed the case and by doing so, he accepted all the arguments made by the union and the employers. Two months prior to this decision, he had also dismissed the Third Amended Complaint containing the arguments of Sydney Gordon who had been representing three B-men. In dismissing the Fourth Amended Complaint, Judge Harris cited a paragraph from his order dismissing the Third Amended Complaint by claiming that the basic issues of both cases were identical.<sup>40</sup>

## 2. Appeal to the U.S. Court of Appeals for the 9<sup>th</sup> Circuit Court

About a month after Harris’s decision in *Williams v. PMA* was rendered, LJDC members heard more discouraging news. The ILWU and the PMA had appealed the

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<sup>39</sup> *Republic Steel Corp. v. Maddox*, No. 43, Supreme Court of the United States, 379 U.S. 650; 85 S. Ct. 614; 13 L. Ed. 2d 580; 1965 U.S. Lexis 2325; 51 Lab. Cas. (Cch) P19,458; 58 L.R.R.M. 2193, January 25, 1965, Decided.

<sup>40</sup> *George R. Williams, et al., v. PMA, et al.*, Civil No. 42284, “Order Dismissing Fourth Amended Complaint,” George B. Harris, October 8, 1965, in *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 20,719, the United States Court of Appeals for the 9<sup>th</sup> Circuit, NARA.

National Labor Relations Board trial examiner's decision on Johnson Lee's and four other B-men's cases to the General Counsel of the Board.<sup>41</sup> In late November, the General Counsel reversed the trial examiner's ruling. The Counsel opined that the union and the employers did not violate any laws when they modified the standard for promotion because the "true purpose or real motivation" was to meet "the industry's increasing needs for a greater number of steady, highly qualified, and responsible longshoremen" – a conduct that was "not unreasonable."<sup>42</sup> Deregistering those who failed to qualify for promotion was an "incidental or auxiliary side effect" of the process of making necessary adjustments to the industry's needs.

The General Council's decision indicated that Council ignored how the promotion process had been conducted historically within the union up until the 1960s. The Council merely accepted what the employers and the union had argued about the industry's demand for "qualified workers," although the criteria used in the promotion process did not directly reflect the workers' job performances, especially when considering that all five men had been fired for pro-rata dues violations. Even though the Council did not rule on the *Williams* case, it was a victory for the ILWU and the PMA who subsequently used the decision against the LJDC case.

In addition, Bridges created a condition making the legal process more difficult and complicated for LJDC members. A couple of months earlier, he had filed a libel suit against

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<sup>41</sup> The case numbers are: PMA [ILWU] and Johnson Lee, Case No. 20-CA-2787[Case No. 20-CB-1121]; PMA [ILWU] and James Cagney, Case No. 20-CA-2788 [Case No. 20-CB-1121]; PMA [ILWU] and Wilbert Howard, Jr., Case No. 20-CA-2796 [Case No. 20-CB-1124]; PMA [ILWU] and Adrian McPherson, Case No 20-CA-2796-2 [Case No. 20-CB-1124-2]; and PMA [ILWU] and Kenneth Vierra, Case No 20-CA-2796-3 [Case No. 20-CB-1124-3].

<sup>42</sup> *Williams v. PMA*, #20719, Exhibit A, "Decision of the National Labor Relations Board," 155 NLRB No. 117, November 29, 1965, pp. 4-5, in Richard Ernst et al., "Appendices to the Brief of Appellee Pacific Maritime Association," filed February 7, 1967, NARA.

fifteen members of the Workers Defense League-LJDC Defense Committee, including Bayard Rustin, Herman Benson (editor and publisher of *Union Democracy in Action*), Thomas N. Burbridge (former president of the San Francisco NAACP) and Paul Jacobs<sup>43</sup> Bridges claimed that the committee members had damaged his reputation by falsely accusing him of conducting racial discrimination in deregistering the B-men. He sought a quarter of a million dollars in damages from the individuals.<sup>44</sup>

The LJDC members had never claimed racial discrimination, but a letter written by Rowland Watts, a head of the Workers Defense League, had contained the phrase that the LJDC case involved “racial discrimination, but not in a traditional sense.” Watts pointed out that Harry Bridges was not a racist, but he acknowledged that in the B-men’s situation, racial minorities would suffer first and the foremost.<sup>45</sup> Nevertheless, ILWU officers reported in one of their union internal documents that LJDC members had accused the union of discriminating against them because they were black.

The same document, however, presented more than their stance on racial matters. It exposed what really made the ILWU officers upset about the *Williams* case. By stating that the B-men wanted to “destroy” the whole system of “joint regulation and equalization of earnings” on the waterfront, the officers tried to portray the B-men as enemies of the union. Moreover, they mentioned that the Workers Defense League members had been known for

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<sup>43</sup> According to Weir, “for reasons unknown,” Daniel Bell, Normal Hill, and Norman Thomas were not included among the accused. See Weir, “The Retreat of Harry Bridges,” *New Politics*, Vol VIII (Winter, 1969), pp. 62-63, Materials Relating to I.L.W.U. Case, Longshoremen – B-List, 1963-84, BANC MSS 85/169C, Box2, Folder 1.

<sup>44</sup> *San Francisco Chronicle*, August 21, 1965, p. 5, (Microfilm), Bay Microfilm, Inc. Palo Alto, California; and *New York Times*, August 11, 1965, p. 9, ProQuest Historical Newspapers.

<sup>45</sup> Rowland Watts, Letter [to the membership], November, 1964, Materials Relating to I.L.W.U. Case, Longshoremen – B-List, 1963-84, BANC MSS 85-169C, Box 2, Folder 4, Bancroft Library, Berkeley; and Chapter 5, above.

their championship of civil rights and civil liberties, but they had been “equally well-known for their ideological differences with the leadership of ILWU” and thus supporting the B-men was for them was another “opportunity to attack the ILWU.”<sup>46</sup> In other words, the Workers Defense League was a group of socialists who had been looking to find a chance to criticize the ILWU whose officers had been known as Communists or their allies. Bridges had never forgotten that Paul Jacobs, one of the accused, had worked as the prosecutor for the CIO when it had expelled the ILWU in 1950.<sup>47</sup>

Sydney Gordon, the former lawyer of the B-men, added another layer of hardship to the B-men’s pursuit of getting their jobs back via the legal system. When LJDC members submitted a notice of appeal to the United States Court of Appeals for the 9<sup>th</sup> Circuit Court, Gordon, who had been trying to squash the proceeding of the fifty-one men’s case at the district court, continued to intervene in their appeal process at the circuit court.<sup>48</sup> LJDC members thus had to deal simultaneously with Bridges’ libel suit, while preventing Gordon from interfering and preparing for the appeal. Brunwasser volunteered to be the main litigator for the libel case, but he also unexpectedly had to prepare for the appeal after Thau failed to produce the brief for the B-men to the appellate court after three time extensions with a filing deadline a day away. According to Brunwasser, he felt “compelled to take an

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<sup>46</sup> ILWU, “Deregistration of ‘B’ Men, San Francisco, 1963-1964,” n.d. [Weir wrote down that it was December, 1964, but it could have been summer, 1965, when the fifty-one B-men’s Fourth Amended complaint was filed], Materials Relating to I.L.W.U. Case, Longshoremen – B-List, 1963-84, BANC MSS 85/169C Box 2, Folder 3, p. 12; Brunwasser and Kurlander, “Appellants’ Brief,” 1977, p. 87.

<sup>47</sup> For the CIO trial and the role of Paul Jacobs, see Charles Larrowe, Harry Bridges: the rise and fall of radical labor in the United States (New York: L. Hill, 1972), pp. 323-325.

<sup>48</sup> Sydney Gordon had filed a “stay order” from the District Court in order that all the legal proceedings for the fifty-one B-men’s case would stay until his three clients’ case would be determined by the Court of Appeals -- a motion that was denied in August, 1965. After that, he filed numerous petitions to appellate courts to further prevent the fifty-one B-men’s case from proceeding. In the United States Court of Appeals for the 9<sup>th</sup> Circuit, *Williams v. PMA*, No. 20719, Brunwasser, “Affidavit in Support of Motion to Dismiss Appeal,” Written on February 4, 1966 [attached to “Notice of Motion for Order Dismissing Appeal of Certain Parties,” Filed on February 8, 1966], pp. 7-8.



active role in both the labor case and the libel case” and, before too long, “the entire responsibility of both cases” was on his shoulders.<sup>49</sup> By the fall of 1966, their first brief was ready to be submitted to the appellate court.

The B-men’s attorneys refuted the PMA and the ILWU’s claim that the two parties had amended the rules in 1963 and thus had not violated the contract when discharging the B-men. According to the contract, the lawyers argued, any rule changes must have been spelled out in a written form, but there had been no written rule changes regarding deregistration. They presented as evidence the testimony of John Trupp, a PMA representative on the Joint Port Labor Relations Committee, which had been taken before the California Unemployment Insurance Appeals Board in March 1964. When Sydney Gordon, the lawyer of the B-men at the time, had cross-examined Trupp by asking whether the “new standard” to select B-men for promotion had been put in writing, Trupp acknowledged that it had not been. He admitted that the matters had been discussed orally and that there had been no document posted to the workers informing them about the new standard.<sup>50</sup>

Moreover, even if the PMA and the union had changed the rules, they should not have retroactively applied them – an action that was also in violation of the contract and a breach of the duty of fair representation. The B-men did not have any outstanding infractions of the rules when they were investigated for promotion, but they were deregistered for past violations, the penalties for which they had already paid. At the time of

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<sup>49</sup> Brunwasser, Letter to LJDC, November 14, 1980, p. 6, Materials Relating to I.L.W.U. Case, Longshoremen – B-List, 1963-84, BANC MSS 85/169C, Box 2, Folder 2, Bancroft Library, Berkeley.

<sup>50</sup> Thau, Heisler, and Brunwasser, “Reply Brief for Appellants,” April 28, 1967. [For the cross examination of John Trupp, *Ibid.*, pp. 23-26.]

the occurrence of their violations, they had not been informed that the infractions would cause them to be fired. For that reason, the district court had jurisdiction.

The PMA and the ILWU submitted separate briefs, but their core arguments were the same and they jointly submitted a supplemental brief later on. The PMA's brief, nevertheless, provided more details about the history of the contract negotiations between the ILWU and the PMA since the 1930s and the background information about the recruitment of the B-men in 1959. By doing so, they attempted to justify the power of joint labor relations committees in administering the contract, determining registration lists, and handling grievances. They also tried to legitimize deregistration of the B-men as though it had been necessary to accommodate changes in the industry – an argument that had been presented in the decision made by the General Counsel of the NLRB in Johnson Lee's case. In addition, the PMA, for the first time, submitted as an appendix to its brief a document showing the list of infractions that some of the B-men deregistered had violated during the four years of their employment.<sup>51</sup>

The employers and the union continued to focus on jurisdictional matters. They argued that there had been no contractual violation in amending the rules regarding promotion. Without a breach of the contract, they argued, a claim on a union's unfair representation alone could not satisfy the condition required by the *Smith* decision regarding

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<sup>51</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 20,719, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Richard Ernst, Mary C. Fisher, and Dennis T. Daniels, "Brief for Appellees Pacific Maritime Association," filed February 6, 1967, pp, 7-10, National Archives and Records Administration, Kansas City, Missouri.

state or federal courts' jurisdiction over a fair representation case. Judge Harris thus had made a correct decision when he had dismissed the *Williams* case.<sup>52</sup>

However, this ground for the argument that the federal court lacked jurisdiction over a union's duty of fair representation case soon became considerably weakened. In early 1967, the U.S. Supreme Court delivered its decision on *Vaca v. Sipes* in which it ruled that state or federal courts had jurisdiction over suits alleging a breach of a contract *regardless of whether the particular breach constituted an unfair labor practice*. The Court emphasized that when Congress enacted the NLRA Section 8, which stipulated certain union activities to be unfair labor practices, the law "did not intend to oust the courts of their traditional jurisdiction to curb arbitrary conduct by an individual employee's statutory collective bargaining representative."<sup>53</sup> In doing so, the court rendered a clearer ruling regarding the jurisdictional matter that thus became a landmark case setting a precedent regarding a union's duty of fair representation. Especially for the B-men's case, the timing was fortuitous because their case remained outstanding at the appellate court. The ruling provided the B-men with better grounds for their arguments and gave them added legitimacy in bringing their complaint to a federal court.

In challenging Judge Harris' ruling that the B-men should have exhausted the grievance procedure and sought internal remedies provided by the contract agreement, the

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<sup>52</sup> Leonard, "Brief for Appellee ILWU," and Ernst, Fisher, and Daniels, "Brief for Appellee PMA." The PMA also claimed that the U.S. Supreme Court in the *Steele* case had granted the state courts' jurisdiction because if the Railroad Adjustment Board had taken the case, no proper remedy could have been provided to the black train firemen by the Board. But in the *Williams* case, the National Labor Relations Board, which was the proper tribunal, had the capability to provide the workers a proper remedy of reinstatement and back pay. See Ernst, Fisher, and Daniels, "Brief for Appellee PMA," pp.17-19 and 32-41.

<sup>53</sup> *Vaca et al. v. Sipes, Administrator*, No. 114, Supreme Court of the United States, 386 U.S. 171; 87 S. Ct. 903; 17 L. Ed. 2d 842; 1967 U.S. Lexis 2873; 55 Lab. Cas. (Cch) P11,731; 1 Empl. Prac. Dec. (Cch) P9767; 64 L.R.R.M. 2369, February 27, 1967, Decided [emphasis added by the author].

B-men's lawyers brilliantly presented the actual contract language, which specified the conditions under which a grievance could be appealed to arbitration, to prove that the B-men had actually exhausted all internal remedies. According to the contract, if there was a disagreement between the union and the PMA within the Coast Committee regarding a grievance and how to resolve it, then one of the parties could appeal the case to arbitration. However, both parties in the *Williams* case had agreed to deregister the B-men and there had been no disagreement within the Coast Committee. Under the contract, only the union or the PMA, not an aggrieved longshoreman, could file for arbitration.

A grievant could appeal to arbitration only if his complaint arose from discrimination against his membership status, race, creed, national origin, or his political or religious beliefs -- a violation of Section 13 of the contract. The PMA and ILWU had insisted that the B-men's grievances arose from this section and thus their grievances should have been followed the required internal procedure, but the B-men had never asserted that their case fell under the terms of this section.<sup>54</sup> Consequently, the B-men tried to resolve their grievances based on the procedure provided by the contract when they requested hearings from the Port Committee.

However, the union and the PMA took no action for nine months after the B-men had appealed to the Port Committee, and in doing so, they virtually prevented the B-men from presenting their cases before the National Labor Relations Board. This process showed that the B-men had faithfully followed the contract grievance procedures, but the union had refused to assist them. The Board's decision to deny their cases due to the statute

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<sup>54</sup> Thau, Heisler, and Brunwasser, "Brief," September 12, 1966, p. 70-76.

of limitations was, therefore, equivalent to saying that the B-men should not have waited for that long a period in their attempt to exhaust the internal procedures.

Furthermore, the hearings granted to the B-men by the internal grievance process had been “largely a farce” because the B-men had not been given the information about what charges had been brought against them and had not been allowed to have been represented by counsel. This demonstrated that the B-men might have had a formal right to seek internal remedies, but the remedies had not actually been available for them, especially when the union’s actions and inactions were motivated by hostile discrimination against the B-men deregistered, just as Weir had pointed out in his affidavit.<sup>55</sup> The lawyers argued that whether the defendants acted in good faith “should be determined after a trial on the merits.”<sup>56</sup> In addition, the PMA had never provided specifics of the charges brought against the deregistered B-men until several months after the *Williams* case had been commenced. The B-men attorneys claimed that this “self-serving nature of the document prepared so long after the commencement of this litigation” could have been easily fabricated and thus the content of the documents should be subject to cross-examination at a trial.<sup>57</sup>

Throughout their briefs, the PMA and the ILWU had repeatedly used the term, “probationary,” to describe the B-men’s status between 1959 and 1963. In doing so, they left the impression that the B-men’s employment status had been unstable and easily

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<sup>55</sup> Ibid., pp. 78-83; Thau, Heisler, and Brunwasser, “Closing Brief,” p. 5. The U.S. Supreme Court’s decision in *Vaca v. Sipes* also acknowledged that if a contract included a grievance procedure but the employer and the union did not intend it to be an exclusive remedy, a suit for breach of contract would be heard without exhaustion of the internal remedy. See *Vaca v. Sipes*, February 27, 1967.

<sup>56</sup> Thau, Heisler, and Brunwasser, “Brief,” p. 64.

<sup>57</sup> Thau, Heisler, and Brunwasser, “Reply Brief,” p. 9. The B-men’s lawyers further retorted that the National Labor Relations Board’s decision on the five men could not determine the fifty-one men’s case because the former was made “based on limited evidence applicable only to these five individuals” who had not been made parties to the *Williams* litigation. Moreover, all five men had been accused of only a pro-rata violation, whereas the B-men in the *Williams* case did not limit their claim to the invalidity of the pro-rata rule. Ibid., pp. 10-11.

disposable and thus their decision of deregistering the men should not be considered as unexpected. The B-men's attorneys contested that the B-men were not probationary workers and emphasized their "registered" status, although it was a limited one. They argued that the distinctions between A-men and B-men rested not upon their tenure status but upon their seniority positions. Moreover, regarding the PMA and the ILWU claim about the industrial need to deregister the men, the B-men's attorneys pointed out that the labor market was not declining at the time of their deregistration. If the truth had been otherwise, then the employers would not have soon afterward hired a large number of new Class B Longshoremen.<sup>58</sup>

On August 28, 1967, the U.S. Court of Appeals Ninth Circuit made its ruling. By referring to the U.S. Supreme Court's decision in *Vaca*, Judge Walter L. Pope, who wrote the opinion, first ruled that the district court had jurisdiction over the case and thus Judge Harris's dismissal of the case on a jurisdictional basis was wrong. He also ruled that Judge Harris's decision on summary judgment could not be upheld because factual disputes existed between the B-men's claims and those of defendants. He continued that none of the affidavits submitted by the union and the PMA showed that the B-men could not have proven the allegations of their complaint with respect to the union's failure of fair representation. He stated:

None of them would serve to show the validity of the so-called new rules by which these joint committee purported to de-register the plaintiffs. None shows that the rules have anything to do with deregistration of Class B longshoremen; nor do they show that any of the plaintiffs deserved de-registration or that they were properly de-registered under any rules, valid or invalid.<sup>59</sup>

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<sup>58</sup> Ibid., pp. 4-7.

<sup>59</sup> *George R. Williams et al. v. Pacific Maritime Association et al.*, No. 20719, United States Court of Appeals for the Ninth Circuit, Judge Pope, "Appeal from the United States District Court for the Northern District of California Southern Division," August 28, 1967, p. 9, NARA.

Instead, the affidavits primarily focused on the claim that the B-men failed to exhaust the grievance procedure set forth in the contract. If the court were to concede, according to Pope, that the B-men failed to exhaust the contract grievance procedure, that might warrant “a partial” summary judgment in favor of the employer, but that did not mean that it would warrant “the broad dismissal as made by the [Judge Harris’s] court,” because the claim had nothing to do with the B-men’s complaint made against the union. Weir’s affidavit showed, according to Judge Pope, that there had been “a calculated effort on the part of the union representatives” to deregister him through conduct indicating “hostility, malice and bad faith on the representatives.” He continued, “Even if Weir were the only plaintiff who made a showing of this character, the complaint should not have been dismissed as against him.”<sup>60</sup>

Regarding the conflicting arguments about whether the B-men could pursue the internal remedy, the Court found that there were unsatisfactory records of the alleged charges regarding which rules they had to follow. Nevertheless, Judge Pope agreed with the B-men that their grievances were not the kind of discrimination described in Section 13. He also pointed out that there was merit in the B-men’s claim that they could not appeal to arbitration because the union agreed with the PMA on deregistering the men. For the reason of insufficiency of the record, the appellate court ruled that the summary judgment of Judge Harris on this case was in error. It returned the case to the district court for a trial in order to make further findings.<sup>61</sup>

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<sup>60</sup> Ibid., p. 10.

<sup>61</sup> Judge Charles M. Merrill in his concurring opinion questioned the nature and function of the joint committees. According to the PMA and ILWU, they had an adjudicatory function because they took grievances and appeals. But they also claimed that they had changed the rules in 1963 and thus they must be a law-making body of the collective bargaining agreement. He asked whether the role of the committees was “rule making or adjudication” and pointed out that the answers to this question might have given the clue to

For the B-men, the appellate court decision seemed to validate their claims, boosting their morale and elevating their hope. Jackie Hughes later expressed:

The only thing that kept the flick of light burning in this case -- and I feel like that there is some justice even if it's in Mississippi -- is that when the Ninth Circuit Court of Appeals said, "You guys have a case. . . this case will be looked into."<sup>62</sup>

### 3. The PMA and ILWU's Appeal and the Bridges' Libel Case

A trial for the B-men, however, did not take place for several years to come. The PMA and ILWU did not accept the Circuit Court decision and appealed for a rehearing. Although the court merely ordered the lower court to hold a trial for more discovery and examination and did not rule on whether the union and the PMA violated the contract or the union unfairly represented the B-men, the union and the employers charged that the court had incorrectly made a conclusion of law by opining that "so-called new rules" did not authorize the deregistration of any longshoremen.<sup>63</sup>

In addition, the union and the PMA argued that, by ruling against the summary judgment, the Circuit Court decision would "do grave and extensive harm to the collective bargaining process" by opening the gates of the court system to the masses of workers whose grievances should be dealt with based on contract agreements between their unions

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whether the union agreed to deregistration and whether the employer violated the agreement. See *Williams v. Pacific Maritime Association*, No. 20719, United States Court of Appeals for the Ninth Circuit, Merrill, Concurring, August 28, 1967, pp. 1-2.

<sup>62</sup> Jackie Hughes, Interview Transcript, 1977, p. 45, Materials Relating to I.L.W.U. Case, Longshoremen – B-List, 1963-84, BANC MSS 85/169 c Box 1, Folder 5.

<sup>63</sup> *Williams v. PMA*, No. 20,719, In the United States Court of Appeals for the Ninth Circuit, Norman Leonard, "Appellees' Petition for a Rehearing," Filed September 27, 1967, pp. 3-4, NARA.



and their employers. The PMA argued that the “major issues in such invited litigation should be left to the private law and tribunals of industry-union contracts.”<sup>64</sup>

Moreover, they continued, “the mere discrimination of treating some men one way and others another way” was “insufficient to establish a basis for judicial intervention.”<sup>65</sup> Without proving that a discharge was motivated by “invidious” or “hostile” discrimination “within the meaning of these terms” that had been developed in many opinions from the *Steele* decision, a conduct itself of discharging or discriminating against a worker could not constitute any legal meaning of discrimination and thus the court system did not have any reason to intervene in the decision-making process.<sup>66</sup>

When the rehearing was denied, the PMA and the union petitioned to the U.S. Supreme Court for a writ of certiorari. In their petition they emphasized that the union had informed the B-men when they were hired in 1959 that the rules would be stricter for them – a claim that attempted to legitimize the modification of the standards in 1963. They argued that the B-men’s claims aimed to attack provisions of the contract and its “amendments” made in 1963, rather than accusing the union and the employers of violating the rules.<sup>67</sup> Not agreeing with a collective bargaining provision, however, could not make a duty of fair representation case. The same principle was applied to a judge or a jury in making a decision: “A breach of the duty of fair representation cannot be established because a judge

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<sup>64</sup> *Williams v. PMA*, No. 20,719, In the United States Court of Appeals for the Ninth Circuit, Ernst, Fisher, and Daniels, “Petition for Rehearing,” Filed September 27, 1967, p. 1, NARA.

<sup>65</sup> *Ibid.*, p. 4; *Williams v. PMA*, No. 20,719, In the United States Court of Appeals for the Ninth Circuit, Norman Leonard, “Appellees’ Petition for a Rehearing,” p. 2.

<sup>66</sup> *Ibid.*

<sup>67</sup> In the Supreme Court of the United States, *PMA, et al. v. Williams, et al*, No 1061, Richard Ernst and Norman Leonard, “Petition for a Writ of Certiorari to the United States Court of Appeals for the Ninth Circuit,” Filed on January 29, 1968, pp. 4-7, in, Pacific Maritime Association v. Williams (George) U.S. Supreme Court Transcript of Record with Supporting Pleadings, ed. Fisher and Thau.

or jury concludes that he or they would have negotiated a different collective bargaining provision.” They thus pointed out:

[A] “humanitarian” clause guaranteeing continued employment to unsatisfactory workers could militate against the possibility of gaining a substantial wage increase for the entire bargaining unit based upon the productivity of their labor.<sup>68</sup>

They acknowledged that the B-men had been in a minority position in the collective bargaining unit and who had not benefited from contract agreements. However, they argued that no collective bargaining agreement could satisfy all the workers in a unit. They claimed that the collective bargaining process could not continue to function if the court were available to “consider the claims of the almost always present minority that the agreement achieved was unsatisfactory to them.”<sup>69</sup>

The union and PMA’s arguments demonstrated that the existing collective bargaining system aimed to improve efficiency and productivity, rather than to address any humanitarian concerns for workers. A sacrifice of some workers would always occur under the system and thus a union should not be accused of violating its duty of fair representation when layoffs or other mistreatments toward some workers occurred. For those who believed the reputation of the ILWU as a militant union, the union’s arguments made along with the PMA in the court seemed hardly conceivable. Nevertheless, these arguments reflected how the current collective bargaining system created a condition in which the union could easily turn into a disciplinary body, participating in perpetuating existing industrial relations and power structures.

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<sup>68</sup> Ibid., pp. 14-15.

<sup>69</sup> Ibid., p. 16.

Although the U.S. Supreme Court subsequently denied a hearing, their appeal nevertheless delayed the process to get to a trial for several months.<sup>70</sup> Meanwhile, Arthur Brunwasser prepared for the libel case. He interviewed the writers, civil rights activists, and intellectuals who supported the B-men via the Workers Defense League and who had been accused of libeling Bridges by publicly raising racial issues. In their personal conversations, some of the interviewees had expressed their belief that racism must have been involved in the LJDC case because eighty-five percent of the deregistered men were black.<sup>71</sup> Nevertheless, they had not publicly called Bridges as a racist at any point and Brunwasser was extremely confident that Bridges case could not be successfully prosecuted against his clients.

Moreover, in 1964 the U.S. Supreme Court in *New York Times Co. v. Sullivan* had set a standard for libel, according to which, if the plaintiff was a public figure in a libel case, he must prove the existence of “actual malice” by the publisher in order to recover any damages.<sup>72</sup> In other words, it was not enough for the plaintiff to prove that the statement was false. He had to prove that the publisher had prior knowledge of the falsehood of the statement or that it was published with “reckless disregard” for whether or not it was true. This set a high standard of burden of proof on the plaintiff who was a public figure.

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<sup>70</sup> No. 1061. *Pacific Maritime Assn. et al. v. Williams et al.*, Supreme Court of the United States, 390 U.S. 987; 88 S. Ct. 1181; 19 L. Ed. 2d 1290; 1968 U.S. Lexis 2906; 57 Lab. Cas. (Cch) P12,556; 67 L.R.R.M. 2736, Mar. 18, 1968.

<sup>71</sup> Brunwasser, Interview by author, September 8, 2014

<sup>72</sup> *New York Times Co. v. Sullivan*, No. 39, Supreme Court of the United States, 376 U.S. 254; 84 S. Ct. 710; 11 L. Ed. 2d 686; 1964 U.S. Lexis 1655; 95 A.L.R.2d 1412; 1 Media L. Rep. 1527, January 6, 1964, Argued, March 9, 1964, Decided (376 U.S. 254, p267).

Brunwasser knew that Bridges had no case in making this accusation and actually looked forward to a trial.<sup>73</sup>

Knowing that he could not win the case, Bridges dropped all charges in 1969, on the Friday before the trial was set to begin on Monday.<sup>74</sup> According to *San Francisco Chronicle*, Bridges, while abandoning the law suit, did not take back some of his angry words that he had called the Workers Defense League members: “a real gang of phonies. . . enemies of labor.”<sup>75</sup> In matter of fact, Bridges frequently characterized those who politically disagreed with him as “phonies” (anti-union men) and “enemies of labor.” Reg Theriault, a San Francisco longshoreman, recalled an incident which happened when he briefly stayed in the Coos Bay local as a visitor. Bridges had told the local’s officers that Theriault was “a fink, and a phony” and he came to the local to “wreck the union.” Theriault had spoken out in opposition to Bridges’ automation contract, but according to Theriault, he was not even one of its staunch opponents, and thus was surprised that Bridges portrayed him in this manner. In his own words, Theriault stated, “I was about the least prominent of the longshoremen who came out publicly against [the contract]. If that opposition constituted a large pond, I was just about the smallest frog in it. Not too small for Harry Bridges to let slip by, apparently.”<sup>76</sup>

Although Bridges dropped the libel case, preparing for the suit had proven costly in terms of money, time, and effort to the B-men and the WDL-LJDC Defense Committee. According to Weir, the libel action set them back “more than a year’s time,” the B-men had

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<sup>73</sup> Brunwasser, Interview by author, San Francisco, September 8, 2014.

<sup>74</sup> Brunwasser, Interview by author.

<sup>75</sup> *San Francisco Chronicle*, December 19, 1969, p. 5 (Microfilm), Filming Processing Storage Marketing, Glen Rock, New Jersey.

<sup>76</sup> Reg Theriault, *The Unmaking of the American Working Class*, p. 169.

not been able to pay Brunwasser for the past four years, and it took three years for them to raise the money necessary for their trial.<sup>77</sup> In 1969, writing about the libel case, Weir cited what Herbert Gold, who in his early age had given support to Bridges during his deportation trial, wrote about the libel suit:

It's sad that a man who has been persecuted by the government, and defended by artists and intellectuals, should have spent his union's money and many men's time and money in 4½ years of legal persecution of writers, artists, ministers and teachers whose offense was that they sought to help a group of longshoremen deprived of their jobs. It's as if, secure in his power, he wished to imitate bureaucratic tyranny.<sup>78</sup>

As Brunwasser in his interview with the *San Francisco Chronicle* pointed out, Bridges knew that there was no substance in the suit, but the main purpose of filing it and dragged it for over four years was to “keep others from joining the fight for the fired longshoremen.”<sup>79</sup> It might have deterred some from joining the WDL-LJDC Defense Committee, but several individuals had joined the group despite the suit. Civil Rights activist and writer James Baldwin was one of them.<sup>80</sup> Baldwin had known Weir since their young ages when both worked in a New York City restaurant as a waiter and a dishwasher, respectively. In 1969, Baldwin had written a letter to Coretta Scott King, seeking her support for the B-men's battle. He pointed out that 90 percent of LJDC members were blacks, but he described their struggle as one in which whites and blacks were fighting together “as workers” -- a step toward society in which racial divisions were overcome and no white supremacy existed.

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<sup>77</sup> Weir, “New Technology,” in *Singlejack Solidarity*, ed. Lipsitz, p. 57.

<sup>78</sup> Weir, “The Retreat of Harry Bridges,” p. 66; and *San Francisco Chronicle*, December 19, 1969, p. 5.

<sup>79</sup> *San Francisco Chronicle*, December 19, 1969, p. 5.

<sup>80</sup> Weir listed Professor Bernard Karsh of the University of Illinois, Prof Jerome Skolnick, and Dwight Macdonald as those who had joined the group. See Weir, “The Retreat of Harry Bridges,” p.62.

Baldwin also wrote to Bridges, vouching for Weir's character and his honesty and asking Bridges to reconsider the union's decision on the B-men's deregistration. He wrote, "If [Weir] is anti-progressive and anti-labor, then I am a dues-paying member of the [John] Birch society."<sup>81</sup> His effort did not bring about an immediate result. Nevertheless, Harvey Swados praised him, as well as other newly joined members, for their courage, and expressed that their participation encouraged the existing committee members and the B-men, who were mostly black and "almost forgotten," and whose employment had been denied for far too long.<sup>82</sup> Over six years had passed since their layoffs. But as it turned out, their legal battle would continue for more than a decade to come.

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<sup>81</sup> Weir, "Meeting with James Baldwin," in Singlejack Solidarity, ed. Lipsitz, pp. 3-16; and James Baldwin, Letter to Mrs. King, August 16, 1969 and Letter to Bridges, Materials Relating to I.L.W.U. Case, Longshoremen – B-List, 1963-84, BANC MSS 85/169C, Box 2, Folder 4, Bancroft Library, Berkeley, California.

<sup>82</sup> "Baldwin Joins Longshoremen in Bid for Justice," *Muhammad Speaks*, September 12, 1969, Materials Relating to I.L.W.U. Case, Longshoremen – B-List, 1963-84, BANC MSS 85/169C, Box 2, Folder 4.

## **Chapter 7**

### **“Dancing on a Keg of Dynamite”: The Impact of M & M Agreements, 1966-1971**

While the deregistered B-men’s legal battle slowly continued, the West Coast longshoremen signed another M & M agreement in 1966. Under the first agreement, the employers had gained a considerable amount of power to constrain formal and informal work rules and reduce the size of the basic gang. Through the second agreement, they eliminated further the structure of the basic gang and gained the authority to designate a necessary manning scale in each operation. The most controversial issue in the new agreement, however, was Section 9.43 that gave each employer the right to hire men who would work particularly for that firm on a steady basis -- longshoremen employees who were called “steady men” or “9.43 men.” By the late 1960s, container vans carried larger portions of the total cargo. Subsequently, jurisdictional matters, such as by whom, where, and under what terms the containers should be handled, emerged as another major concern for West Coast longshoremen.

This chapter studies the impact of the M & M agreements by focusing on the debates and actions organized over the two most controversial issues, steady men and jurisdiction. Internal debates especially over the steady men issue reveal a growing fear among longshoremen of losing control over the hiring process, the equalization of work opportunities, and their job security. They also indicate an increasing gap between International officers, on one side, and many local officers and rank-and-file workers, on the other, over the meaning of the principles that workers had fought for and the values for which the union should stand. By contesting the interpretations of contract provisions and

organizing direct actions, Local 10 officers and the rank-and-file resisted the employers' attempts to recruit steady men. Their struggle grew in the late 1960s, culminating in the strike that commenced in 1971.

An examination of the process of signing a separate, and inferior, contract agreement regarding those working in "container freight stations" indicates that although the ILWU had given the employers a free pass to bring automation and containerization almost a decade ago, the union had not foreseen what would actually happen when containerization became more prevalent. Matson and other employers used a lot of non-longshore workers and put pressure on the longshoremen to accept a "supplementary" agreement that provided them with lower wages than the coastwise longshore agreement, if longshoremen wanted container handling jobs. Moreover, the supplement gave the employers power to decide how many men were needed in each operation and hire their own steady men, if locals did not supply enough men from the hiring hall to work on container freight stations.

Despite the decrease in number of "older" men due to automation-related elimination of many dock workers, retirement, and natural death, the employers enjoyed an enormous increase in the volume of shipping tonnage up until 1969. They recruited thousands of new B-men between 1963 and 1969 to handle this increased work, resulting in no changes in the total coastwise number of registered longshoremen. In Local 10, the recruits increased the percentage of black longshoremen: By 1969, over half of the total number of longshoremen was African Americans. The position of B-men and the local's struggle against the employers' effort to recruit steady men were linked in many aspects. In one incident, B-men became scapegoats in the battle between the employers and local 10 over the steady men issue, when the employers vitiated the union's decision on the B-men's promotion as a



punishment for the local's not supplying enough steady men. In addition, the employers attempted to recruit younger men into steady men positions. After having stayed in B-men status for years, newly registered A-men were required to work in the hold for five more years. For them, an offer for a steady men position might have been tempting. Such problems proved that the union decision to agree to a large number of long tenure second-class workers created further challenges for the longshoremen in their struggle to win control of their workplace back from their employers.

### 1. The Preparation for the Second M & M Agreement

During the five years under the first Mechanization & Modernization (M & M) Agreement, productivity rates in the shipping industry steadily increased. From 1961 to 1966, the PMA enjoyed a 40 percent increase in productivity.<sup>1</sup> According to Paul T. Hartman, who in the late 1960s studied the impact of the 1960 M & M Agreement, the most important sources of the increase in the early 1960s were the elimination of multiple handling on the dock and the abandonment of dock work manning requirements. Immediately after the Agreement, employers successfully pressured the union to reduce dock work manning to two men and introduced new methods in unloading and loading certain goods. For example, loading of 500-pound bales of cotton in the old days required six dock men to tow them by using four-wheelers from the place of rest to the ship's side, or four men to palletize them by using forklifts. By introducing a newer variety of lift trucks, such as a "squeeze lift," cotton bales were "directly picked up at the place of rest, without

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<sup>1</sup> Lincoln Fairley, Facing Mechanization: The West Coast Longshore Plan (Los Angeles: University of California, 1979), Appendix, p. 395, Table 1.

requiring pallets, and carried to the hook.”<sup>2</sup> In this operation, Hartman emphasized, dock men became completely unnecessary. By 1963, the dock men’s hours had been reduced to half of what the ports had used in 1960.<sup>3</sup> Hartman argued that “nearly all the productivity increase associated with dock work must be attributed solely to work-rules abandonment” because goods that had been already handled by machinery in 1960 could not have generated more productivity if the manning rules had not been changed.<sup>4</sup>

Despite the reduction of the basic gang size and the elimination of dock men and although there were fewer men on the piers where containerization had been introduced, the total number of the coastwise registered longshoremen did not decline. The number of A-men decreased from 12,700 to 10,607 between 1959 and 1966, but the increase in the number of B-men from 1,000 to 2,600 compensated for the loss. Moreover, the overall man-hours and average earnings of the longshoremen actually rose.<sup>5</sup> Lincoln Fairley, who served as research director of the ILWU until 1967, pointed out that an enormous increase in tonnage was the unforeseen but major contributor to the increase in the total man-hours and earnings. Between 1961 and 1966, the amount of cargo handled by the PMA soared from eighteen to thirty one million tons. Although the container tonnage rose from 0.6 to 4.3 million tons during the same period, it consisted of less than 15 percent of the total cargo. This slow development of containerization was another crucial factor that made it possible

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<sup>2</sup> Paul T. Hartman, Collective Bargaining and Productivity: The Longshore Mechanization Agreement (Berkeley: University of California Press, 1969), p. 130.

<sup>3</sup> Ibid., p. 133, Table 12.

<sup>4</sup> Ibid., p. 134.

<sup>5</sup> For the record of the numbers of A and B-men and their average annual earnings, see Fairley, Appendix, p. 399, Table 4. For the record of man-hours, see Fairley, Appendix, p. 398, Table 3.

for the number of the registered men to remain steady.<sup>6</sup> In other words, according to Fairley, the total tonnage increase, rather than the first M & M Agreement, had necessitated the rise in man-hours, increased the average earnings of the longshoremen, and maintained the number of those employed on the waterfront.<sup>7</sup>

During the debate over the M & M Agreement, Harry Bridges had persuaded rank-and-file workers that mechanization would make their work easier. By 1965, jitneys had been used more and more, but this process did not automatically generate the condition in which the work became easier. Fairley pointed out that “work in the hold on break-bulk cargo had in some instance become harder” and thus workers were not happy about it.<sup>8</sup> For example, longshoremen traditionally used “rope” slings when discharging coffee, which could be dragged into anywhere inside the hold and placed even on top of coffee sacks.<sup>9</sup> When longshoremen loaded twelve sacks, the sling was pulled away by the winch driver and placed on a four wheeler by dock workers who subsequently marked the sacks in order to indicate to which company warehouse each sack belonged, and they sorted them out accordingly by pushing the wheeler around on the dock and putting the sacks away in the right place. San Francisco longshoreman Reg Theriault claimed that loading twelve coffee sacks, each of which weighed 154 pounds, into a rope sling in “three piles four high” was not that bad a job, if the workers knew what they were doing and if they planned ahead:

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<sup>6</sup> Fairley, Appendix, pp. 395, Table 1 and p. 404, Table 9. Fairley attributed the increase in tonnage to the Vietnam War, while Hartman claimed that only a small part of it was directly attributable to the war in Vietnam and it rather mainly rested upon the increase in trade with Asian countries. Fairley, pp. 225-227; Hartman, p. 199.

<sup>7</sup> Fairley, pp. 225-227.

<sup>8</sup> Fairly, p. 230.

<sup>9</sup> Coffee was one of the major cargo items at San Francisco ports. See Stan Weir, “A Study of the Work Culture of San Francisco Longshoremen” (M.A. Thesis, University of Illinois, Urbana, 1974), p. 85, Table 2.

You were never lifting sacks up more than about waist high. After you had dug down you could usually use low sacks for the bottom if you planned ahead and, reaching back, find something higher up to top off the load.<sup>10</sup>

But when jitneys began to do most of the dock work and there were no dock men to sort coffee sacks on the pier, pallet boards, instead of rope slings, were sent into the hold, and hold men had to sort out sacks before they loaded them onto the pallet boards. Theriault claimed that the new method made operations harder for the hold men. Unlike a rope sling, a pallet board could neither be dragged over sacks of coffee because it would rip the sacks, nor could it be pulled by the winch driver after it was loaded at the corner of the hold. Hold men had to move the board out to the square opening of the hatch in order for the winch driver to lift it straight up. In order to move the pallet board loaded with sacks, which could easily weigh over 2,000 pounds, hold men had to build a “runway” for it from the place where they loaded the sacks to directly underneath the hatch. According to Theriault, some ports used “greased planks,” and some others used heavy “steel rollers” to make these runways. In order to make it easier for them to move the loaded board, the runways were typically built to run down toward the underneath of the hatch. However, another problem arose:

The empty pallet board, when you began loading it, was already somewhere above your knees, and you started by stacking the sacks on top of it from there, ending up about head high. Since the coffee was also being sorted on the ship, you were constantly skimming off to get [the sacks that had] the same mark. Most of the sacks you lifted came from down around your feet. Bend down, grab on to a sack, and then lift the whole 154 pounds of it all the way up and over.<sup>11</sup>

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<sup>10</sup> Reg Theriault, How to Tell When You're Tired, (New York: W.W. Norton & Company, 1995), p. 41.

<sup>11</sup> *Ibid.*, pp. 44-45.

This process, which made it difficult for the hold men to control their loading movements and plan ahead, exhausted them immensely after each operation.

Moreover, new safety concerns emerged from working with new machines, such as conveyors, automatic lifts, and cranes.<sup>12</sup> A 1965 accident in which a huge marine crane fell off its 70-foot-high tower and killed four Local 10 longshoremen and one operating engineers' union member was an example.<sup>13</sup> In the same year, another accident injured a man on the Matson "van dock" in Alameda. Both his legs were broken by being caught between two tractors.<sup>14</sup> The emission of carbon monoxide from jitneys, especially used where there was no ventilation system, also raised a concern about the issue of the longshoremen's health.<sup>15</sup>

To prevent the loss of their control over work processes and the harder and unsafe working conditions, rank-and-file workers organized numerous jobsite direct actions, despite discouragement by the International and prohibition in the contract. A legal case brought by Los Angeles Local 13 against the PMA and the ILWU in the late 1960s demonstrates that work stoppages were continuous, especially among Local 13 members, a majority of whom had voted against the 1961 M & M Agreement.<sup>16</sup> The case began in 1965 when the Los

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<sup>12</sup> A 1964 report on injuries of Local 10 members showed that the most serious injuries were still related with being hit by a falling object. See Local 10 *Longshore Bulletin*, June 19, 1964.

<sup>13</sup> Local 10 *Longshore Bulletin*, January 8, 1965.

<sup>14</sup> Local 10 *Longshore Bulletin*, July 16, 1965.

<sup>15</sup> Despite the alarm, state legislation controlling the exhaust fumes from the jitney failed to be enacted. Local 10 *Longshore Bulletin*, June 26, 1964. During the next several years Local 10 developed several safety measures dealing with the jitney. For example, longshoremen were required to use a "blower" to disperse fumes from the hold or on the pier. Carbon-monoxide meters were installed in order to regularly measure the level of the gas -- longshoremen had the right to ask to read the meter every half hour. When putting gasoline into the jitney in the hold, longshoremen must take it out from the hold to do so. See Local 10 *Longshore Bulletin*, October, 1968.

<sup>16</sup> *Local 13, International Longshoremen's and Warehousemen's Union, v. Pacific Maritime Association and International Longshoremen's and Warehousemen's Union*, Nos. 65-1414, 65-1420 Civil Consolidated, United States District Court for The Central District of California, 278 F. Supp. 755; 1967 U.S. Dist. LEXIS

Angeles employers deregistered Pete Velasquez, a “Class A” longshoreman, for organizing “illegal” work stoppages a dozen times between 1962 and 1964. He had then served as a night business agent for the local and went back to work as a longshoreman when his term expired in 1964. Velasquez subsequently filed a grievance against the discharge. When the Coast Arbitrator confirmed his deregistration, Local 13 filed a lawsuit against the PMA and the ILWU for a breach of the contract agreement. The local also charged the ILWU for a violation of the duty of fair representation because the International decided not to fight his deregistration in exchange for the employers’ agreement with the union in another arbitration case.<sup>17</sup> Regardless of the outcome, the lawsuit reveals that rank-and-file workers still organized jobsite direct actions in order to defend their working conditions. It also shows that their activism was often sanctioned by local officers.

Although not acknowledging it publicly, ILWU Secretary-Treasurer Louis Goldblatt also expressed his uneasiness about the M & M agreement. Ironically, he was one of the promoters of mechanization when he had worked on publishing the union’s booklet entitled Men and Machines in 1963. The purpose of the book was to encourage the workers and the public to support mechanization and modernization. Nevertheless, he changed his mind some time after its publication. Sydney Roger, who was working as an editor of *The Dispatcher* in the 1960s, overheard Goldblatt surprisingly and privately expressing to Harry

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8963; 67 L.R.R.M. 2179; 57 Lab. Cas. (CCH) P12,40, December 20, 1967; *Local 13, International Longshoremen's and Warehousemen's Union, Appellants v. Pacific Maritime Association et al., Appellees*, No. 22,670, United States Court of Appeals for The Ninth Circuit, 441 F.2d 1061; 1971 U.S. App. LEXIS 10630; 77 L.R.R.M. 2160; 65 Lab. Cas. (CCH) P11,697, April 21, 1971.

<sup>17</sup> In August 1965, Local 13 called a special caucus meeting to discuss the Velasquez case. Local 10 did not show much sympathy toward Velasquez, reading from its report on the meeting on the *Bulletin*. It is unknown how other locals responded at the meeting. Two years later longshore caucus gave an instruction to the Coast Committee to work for an immediate registration of Velasquez. Another two years passed before the Coast arbitrator awarded his registration. See Local 10 *Longshore Bulletin*, August 20 and September 24, 1965; and *The Dispatcher*, January 14, 1970.

Bridges that the M & M was “a sell out.”<sup>18</sup> Nevertheless, both the employers and the ILWU were ready to renew the basic principles of the M & M Agreement upon its expiration.

When negotiations began in 1966 for a new contract, the International focused on how to increase wages for younger men, who had been most dissatisfied with the first M & M agreement, and how to encourage early retirement of older men.<sup>19</sup> Manning scale, however, was the central issue for the employers. They were willing to pay higher wages and make a wage guarantee in exchange for more flexibility in assigning men and further eliminating “unnecessary” men by dismantling the basic gang. In this way, they hoped to have the right to transfer longshoremen from dock to ship and from hatch to hatch, as they wished.<sup>20</sup>

Bridges and other ILWU Coast Committee members persuaded caucus delegates to agree to the employers’ offer by stating that the union should not “hang onto unnecessary men.” Instead, it should “devote to trying to get more men where they were really needed, as in the hold, man-handling oversized loads.”<sup>21</sup> Some delegates expressed their fear for the future when robots would replace men on the waterfront. A special issue of the Local 10 *Bulletin* about mechanization reflected this thought when it reported how gangs and working

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<sup>18</sup> Sydney Roger, Interview Transcript, 1998, p. 624, “A Liberal Journalist on the Air and on the Waterfront: Labor and Political Issues, 1932-1990,” Calisphere, University of California, [http://content.cdlib.org/view?docId=kt1000013q&chunk.id=d0e19147&brand=calisphere&doc.view=entire\\_text](http://content.cdlib.org/view?docId=kt1000013q&chunk.id=d0e19147&brand=calisphere&doc.view=entire_text), May 20, 2015.

<sup>19</sup> Although almost 1,900 longshoremen who had retired by 1966 and about 700 who had passed away had been replaced by younger men, Fairley pointed out that the first M & M Agreement had induced only a few early retirements. Most of the older men preferred staying on the job until they reached age 65 and twenty five years of work in order to receive full benefits. See Fairley, pp. 227-230.

<sup>20</sup> Hartman, pp. 183-4. Ironically, the employers offered the amount in commensurate with that from labor cost savings, while the union insisted upon a fixed amount yearly – positions that were reversed from what both parties originally had stood before the 1960 M & M Agreement. Fairley argued that if the union had accepted the employers’ terms, it could have gotten a lot more money because the employers saved almost \$600 million in labor costs. See Fairley, pp. 238-245.

<sup>21</sup> Fairley, p. 244.

men had disappeared from the piers of Matson and other shipping companies that had pioneered containerization. Huge cranes and piles of containers replaced basic gangs, and only crane gangs remained. According to the *Bulletin*, the Vietnam War and the slow development of container operation facilities maintained the overall number of registered longshoremen in the local, but this condition would not last long – a situation that it described as “dancing on a keg of dynamite.”<sup>22</sup>

Nevertheless, the caucus eventually decided to accept the employers’ demand. The new agreement bestowed upon the employers the right to decide the rules regarding what constituted “necessary” men by issuing a “T-letter” that would designate when and how many men were needed for each operation.<sup>23</sup> If the operation should be changed during the course of the eight hour shift, the employers could change the manning by supplying the gang with more men or by “peeling-off” some men from the gang. The entire unit of a gang could be replaced with another gang with an “appropriate” size during the subsequent shift.

The PMA and the union also agreed to restructure the gang: “front men” and gang bosses were explicitly eliminated as a redundant force.<sup>24</sup> A greater flexibility was anticipated by splitting dock men from the ship gang and shifting them from hatch to hatch as the employers directed.<sup>25</sup> As a result, the distinction among shipmen, dock men, and swingmen vanished and all became generally categorized as longshoremen.<sup>26</sup> In exchange

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<sup>22</sup> Local 10 *Longshore Bulletin*, February 11, 1966. In the beginning of 1965, Local 10 had 4,784 registered men. See Local 10 *Longshore Bulletin*, January 1, 1965.

<sup>23</sup> Local 10 *Longshore Bulletin*, April 9, 1971.

<sup>24</sup> Front men were those who watched the sling operation and help winch drivers with any safety concerns (gang bosses often took the task). Pacific Coast Longshore Agreement, 1961-1966, “Front men,” Addendum, p. 127, ILWU Library, San Francisco, California.

<sup>25</sup> Section 3.133 reads, “Longshoremen working on the dock may be shifted to work aboard ships and maybe shifted from their original assignment on any shift to any work on docks, cars, or barges. . . .” Ibid., p. 19.

<sup>26</sup> Hartman, p. 186.



for accepting further robotic operations, the union demanded that the ILWU would have jurisdiction on all the work on the dock in order for it to have the upper hand in its rivalry with the Teamsters.

At the end of July 1966, the longshoremen ratified the five year contract that was commonly called the Second M & M Agreement.<sup>27</sup> Nevertheless, thirty eight percent of the membership voted against it. Moreover, three of the four major locals voted it down. San Francisco Local 10, where Bridges had his most fervent supporters, was the only major local that voted in favor of the contract.<sup>28</sup> In comparison with first M & M Agreement which a third of the longshoremen had voted against, the current agreement got a higher percentage and a larger raw number of negative votes. Fairley claimed that the contract would have been defeated if a second referendum had been called. Moreover, the number of A-men had been reduced to 10,607, while the number of B-men who were disfranchised was 2,617 in that year.<sup>29</sup> Because 3,985 A-men voted against the contract, it stands to reason that if B-men had been allowed to vote, the result would have been different.<sup>30</sup> Nevertheless, Bridges believed that the agreement was “the best contract ever” and was disturbed by the number of the members who turned it down.<sup>31</sup>

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<sup>27</sup> 6,488 voted for the agreement, while 3,985 voted against it. Hartman, p. 180; and *The Dispatcher*, August 5, 1966, p. 1.

<sup>28</sup> A total of 2,172 members cast their ballot in Local 10. 1,728 of them voted for the contract, while 435 voted against it. The outcome of Portland Local 8 vote was 415: 471; that of Los Angeles Local 13 was 1169: 1458; and that of Seattle Local 19 was 476: 526. Two other smaller locals that predominantly voted against the contract were :Longview Local 21 (Washington) and Fife Local 23 (Washington). See Local 10 *Longshore Bulletin*, July 29 and August 5, 1966; and *The Dispatcher*, August 5, 1966, p. 8.

<sup>29</sup> Fairley, Appendix II, p. 395, Table 1.

<sup>30</sup> While B-men were disfranchised, retirees were allowed to vote on the contract. For Local 10 retirees' rights, see Constitution and By-laws of Local 10, Adopted October 1, 1963, pp. 11-12.

<sup>31</sup> The four major locals were Los Angeles, Portland, Seattle, and San Francisco and the first three locals voted “no.” Fairley, pp. 253-4.

## 2. The “Steady Men”

During the following years, one part of the agreement, Section 9.43, became one of the most controversial provisions generating strong resistance, especially from two big locals, San Francisco Local 10 and Los Angeles Local 13. The section allowed the employers to directly hire “skilled mechanical or powered equipment operators without limit as to numbers or length of time in steady employment.”<sup>32</sup> The employers’ rationale for addressing this new hiring practice was that they needed “trained” workers who could run sophisticated equipment whenever they were needed. These “steady men” would be assigned to jobs without being dispatched through the hiring hall.

The desire of waterfront employers to hire a group of workers who would work steadily and specifically for each employer was not new. In San Francisco, before the 1934 strike, employers had had a steady workforce, although they had also simultaneously used the so-called “shape-up” method by which they created pools of vulnerable workers in their attempt to meet the demands of the fluctuating labor market in the industry. This shape-up practice had been eliminated after the 1934 strike when the longshoremen established the hiring hall through which work opportunities were more or less equally shared among registered men. But the 1934 strike had not immediately ended the San Francisco employers’ using steady gangs or steady employees. The so-called “preferred” gangs which continued to be assigned to jobs of particular employers earned more than other gangs, although they were dispatched from the hiring hall by union dispatchers who had tried to

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<sup>32</sup> Pacific Coast Longshore Contract Document 1966-1971, Section 9 (“Promotions”), p. 53, ILWU Library, San Francisco, California.

equalize the earnings among gangs. Longshoremen finally eliminated the practice in 1939 through continuous jobsite actions and bargaining negotiations.<sup>33</sup>

But the desire of the employers to have steady gangs did not disappear. The employers made several ill-fated attempts to revive a steady employee system in the 1940s and 1950s. For example, during the Second World War coastwise employers had demanded the right to have steady gangs, although the National War Labor Board, which mediated the negotiations between the longshoremen's union and the waterfront employers, was not persuaded by the employers' reasoning. In matter of fact, the employers' unsuccessful 1944 demands were quite similar to what they would later try to implement through the first and second M & M Agreements. The PMA wanted to have right to shift longshoremen between ship and dock in order to eliminate any "idle men." The employers also tried to control the hiring process by selecting dispatchers through port committees, rather than letting longshoremen elect them.<sup>34</sup> These demands indicated their deeply-rooted desire to control hiring practices and discipline the work force – revisions of the work regime that they were finally able to implement through the second M & M Agreement after the old work rules had been abandoned during the early 1960s.

In their earlier attempts to have their own steady work force, employers had claimed that it would be more "efficient" for them to have such workers because these full time employees would soon become familiar with the specialized work carried out by a particular

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<sup>33</sup> Marvel Keller, Decasualization of Longshore Work in San Francisco: Methods and Results of the Control of Dispatching and Hours Worked, 1935-37 (Philadelphia: Works Progress Administration, 1939), pp. 18-19; and ILWU, Proceedings of the Third Annual Convention, April 1-11, 1940, pp. 165-166. Unlike San Francisco, Portland, Seattle, and Los Angeles longshoremen could end it in 1935. See Charles P. Larowe, Shape-up and Hiring Hall: A comparison of hiring methods and labor relations on the New York and Seattle Waterfronts (Berkeley: University of California Press, 1955), p. 117.

<sup>34</sup> Larowe, Shape-up, pp. 117-118, 159-160.

employer. They had portrayed the hiring hall as a hindrance to increasing efficiency and steady men would eliminate the travel time between hiring hall and their workplace. In the 1960s, employers added to the earlier reasoning that they needed workers who could operate and repair new equipment and machinery on a regular basis.

Many rank-and-file workers and local officers correctly perceived Section 9.43 of the 1966 Agreement as a threat to the hiring hall and its system of equalization of job opportunities on a rotation basis – a system that had been established and maintained through tenacious struggles since the early 20<sup>th</sup> century. When the Taft-Hartley Act prohibited the hiring hall in 1947, longshoremen had responded with a 95-day strike, successfully forcing the employers to leave the hiring hall under the union’s control.<sup>35</sup> Longshoremen feared that if the employers were allowed to hire skilled steady men outside the hiring hall, then the equalization of work opportunity would not be achieved between the workers dispatched from the hiring hall and the steady men directly hired by the employers.

Furthermore, the hiring hall symbolized more than protecting jobs or equalizing work opportunities. Who controlled the process and based on what criteria were the most central matters for both parties. A longshoreman’s promotion in accordance with a seniority rule to a different skilled position was conducted under the supervision of the “Promotion Committee” – a joint body between the union and the employers. The employers demanded their right to bypass the process and the seniority system that the union had honored. In one of the post-agreement discussions between the two parties, the employers stated their position on steady men:

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<sup>35</sup> See Chapter 1, above.

. . . while the employer is to seek his steady skilled men first from those skilled men presently eligible for dispatched in a skilled category and second from the remainder of the workforce, the employer is *not* obligated to seek such steady men from the first group on the basis of seniority but rather on the basis of ability and competence as determined by the employer and the employer is not obligated to exhaust the first source before moving to the second.”<sup>36</sup>

This passage demonstrated the employers’ deep-seated intention to invoke their long lost prerogative to select men as they wanted by evoking the buzz words of “competency” and “merit.” For the longshoremen, however, a man’s “competency” in a skilled job could be gained through constant internal training programs and thus they demanded employers provide more training sessions to men whom the union designated as eligible to be promoted. For them, the employers’ plan would foster competition rather than cooperation among the men.

Moreover, many longshoremen had been proud of providing older or disabled longshoremen with lighter jobs on the deck or dock as winch or jitney drivers. This showed that they used different criteria from employers regarding who deserved to be in which job positions. San Francisco longshoremen were especially concerned that Section 9.43 was unclear about what category of skilled men would be hired as steady men and whether they could be shifted among different skilled positions. If the employers hired steady men to drive jitneys and winches, then those who were trained for these positions by the local and who were dispatched through the hiring hall would lose their jobs.

The hiring hall was more than a place for the workers to get job assignments. It also functioned as a space for them to socialize among themselves. While waiting for their

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<sup>36</sup> The negotiations regarding the steady men issue further continued after the contract had been ratified. Pacific Coast Longshore Contract Document 1966-1971, Addendum, “Steady Skilled Men,” pp. 163-164.

registration numbers to be called from the dispatchers' window, longshoremen talked with each other about all sort of things. They exchanged knowledge about the waterfront and what was going on in the larger society as well as information about individual gangs, jobs, and their co-workers. Many of those who did not get dispatched due to lack of available work stayed in the hall, playing cards or doing some other activities together. Nearby the hiring hall, there were bars and restaurants where they could hang out. For the longshoremen, therefore, the existence of steady men would destroy this hiring-hall tradition and its ancillary culture that helped them build friendship, human bonding, and working-class solidarity.

Workers also knew that when the employers argued that steady men would promote "familiarity" and increase "efficiency," they meant "monotony" and "speed ups" for workers. An increase in "productivity" under this condition thus should be translated into more inhumane work processes for longshoremen and more profit for the employers.<sup>37</sup> The ILWU rank and file, therefore, had their own clear understanding of the implications of these terms, such as efficiency and productivity. As in the past, a steady men system would divide workers, especially in the period of declining employment, and thus weaken the unity within the union. A delegate to the 1967 longshore caucus meeting pointed out that the provision would "take the men from being part of the Union to being subservient to the employer."<sup>38</sup> As Charles Larrowe's study concluded, the fundamental purpose of addressing a steady men provision rested upon the employers' "desire to obtain workers under

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<sup>37</sup> Larrowe, Shape-up, pp. 161-162.

<sup>38</sup> Fairley, p. 258

conditions not unilaterally imposed by the union.”<sup>39</sup> In other words, taking back power to control the work force was the underlying motivation for the employers, and the longshoremen understood it and thus they did not want to easily let the practice enter again into the industry. Not unexpectedly, tension between the two parties soon escalated especially in San Francisco and Los Angeles.

In San Francisco, as soon as the second M & M Agreement was signed, Matson hired forty steady men as lift operators. Local 10 members persuaded the men not to take the steady job but to return to the hiring hall to get dispatched along with all other men. The membership insisted that the “skilled men” referred to in Section 9.43 did not include lift operators – a claim that would be confirmed later by the union’s Coast Committee members. Neither winch drivers nor lift operators but only crane operators, as well as “gearmen” who were employed to “build, repair, and handle” stevedore equipment and “coopers” who repaired cargo containers, should be categorized as steady men.<sup>40</sup> The local also argued for a policy of “one-man, one-job” in order to prevent the employers from transferring a man to and from different skilled jobs. This “one-man, one-job” demand would be soon adopted coastwise at the 1967 caucus meeting.

Claiming that locals’ preventing workers from being hired as steady men was a violation of the contract, the PMA brought the issue to the Coast Arbitrator, who subsequently ruled that merely advising men not to take a steady job did not constitute a violation of the contract unless direct or indirect “threats, coercion, or penalty” were involved. But when Local 10 officers visited steady men and talked them out of the job, and

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<sup>39</sup> Larowe, *Shape-up*, p. 163.

<sup>40</sup> *Ibid.*, p. 259. Regarding gearmen, see *Stewards Bulletin Local 10*, March 22, 1971.

when Local 13 voted to “stand united” not taking steady jobs, the Coast Arbitrator decided that these actions constituted coercion and thus violated his previous award. Despite the award, the employers had a difficult time hiring steady men because of resistance from the locals. The PMA in a report stated that the trouble in hiring steady men stemmed “not from the inability of the parties at the Coast level to reach agreement but rather from the inability to induce certain of the locals to implement decisions of the Coast parties.”<sup>41</sup> This statement revealed nothing new when considering the history of the union: Rank-and-file workers had established through jobsite collective actions various work rules that they had thought were just, rather than merely accepting what the International had promised the employers at the bargaining table. However, it demonstrated the gap growing between the International and the locals regarding the basic principles upon which the union had been built.

In matter of fact, Bridges told delegates at longshore caucus meetings that “98 percent of the workers in this country” worked steady and that there was nothing wrong with a man working steady. He argued that the employers in the past had hired steady or preferred gangs in order to undermine the union, but the 1966 contract did not have the same purpose and thus the members should change their attitude toward it.<sup>42</sup> For those who had never experienced a system by which workers equalized work opportunities on a rotation basis and by which workers could make such a decision, although limited, on when and how many hours to work, what Bridges stated might have made sense. However, Bridges’ remarks completely contradicted what the West Coast longshoremen had fought for since the 1930s – controlling hiring and work opportunities based on the principles of equality and

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<sup>41</sup> Fairley, p. 261.

<sup>42</sup> Ibid., pp. 263-4.



sharing. For them, eliminating steady employment had been a way for them to achieve the goal of controlling their workplace.

By the spring of 1967, Matson in San Francisco was able to hire twenty nine steady men, but the employers had not been able to implement their initial request for 206 steady men. After facing strong resistance from the local, they decided to request only 100 men, including the 29 men already working for Matson, although the employers reserved their right to ask for 106 additional men after six months of trial with the 100 men. Because Local 10 was still concerned that the steady men would take jobs away from those trained by the joint Promotion Committee to be skilled jitney and winch drivers, it requested that the employers wait until the completion of the promotion process. The local also demanded the employers agree to the principle of “one man one job.” If these demands were met, then the local would be willing to give the employers the right to employ steady men in different positions to fulfill their eight hour guarantee. When the employers rejected the proposal, the local’s officers continued to persuade members not to take steady men jobs because doing so would be “against the interest of the union.”<sup>43</sup>

### 3. Jurisdiction over “Stuffing and Unstuffing” of Containers

In addition to the debate over the steady men, by the late 1960s, dissatisfaction rose among the rank and file regarding the issue of at what place and by whom containers should be handled. By 1968, the usage of containers had expanded, accompanied by the standardization of container sizes, the growth of container terminal facilities, and new

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<sup>43</sup> In September when local officers found out that four of their members accepted steady men positions for a stevedoring company, they contacted them and successfully persuaded three of them to come back to the hiring hall. Local 10 *Longshore Bulletin*, May 26 and September 8, 1967.

container ships. The size of containerized cargo increased to 6 million tons which meant that sixteen percent of the total tonnage handled by the PMA was containerized.<sup>44</sup> The total tonnage handled on the West Coast by the PMA also grew to almost 38 million tons and total man-hour input also increased accordingly, although man-hours per ton decreased due to the expansion of containerization. In May 1967, the San Francisco port hired 720 B-men and another 400 in 1969.<sup>45</sup> The 1967 figures showed that coastwise B-men constituted about one-fourth of the total registered longshoremen.<sup>46</sup> Despite the recruitment of more B-men, several thousand more casual longshoremen were recruited from sister locals in order to handle the increased cargo.<sup>47</sup>

Nevertheless, regarding handling containers, shipping companies hired non-longshoremen whose wage rates were much lower than those of ILWU longshore local members.<sup>48</sup> Jurisdictional conflicts between the ILWU and the Teamsters regarding loading and unloading on the dock had existed long before the commencement of containerization. The two unions had set up work boundaries between their respective groups of workers. For example, Teamsters could handle “any load being handled in single lift units,” whereas longshoremen could handle “all breakdown of high piles.”<sup>49</sup> But violations of the agreement had occurred from time to time. In May 1966, the *Bulletin* had indignantly reported “teamster problems” by claiming, “Teamster Drivers have been coming in to the piers and

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<sup>44</sup> Fairley, p. 273 and Appendix, p. 404, Table 9.

<sup>45</sup> Hartman, pp. 199-200.

<sup>46</sup> Fairley, Appendix, p. 399, Table 4. According to Hartman, locals were reluctant to admit more registered men. An examination of the registration process in Local 10 showed that the employers tried to recruit more B-men than casual men because the former gave them steady availability. But the employers also tried to control the registration process. See Hartman, p. 201; and the next section of this chapter.

<sup>47</sup> Before 1968 the hour worked by casuals had amounted to less than 10 percent. But in 1968 and 1969 casual men contributed 13 and 16 percent, respectively, of the total man hours. See Fairley, Appendix, p. 400, Table 5.

<sup>48</sup> Hartman, pp. 203-5.

<sup>49</sup> Local 10 *Longshore Bulletin*, September 9, 1966.

climbing all over the cargo to peck out what they want before the cargo has been sorted. THIS IS IN COMPLETE VIOLATION OF THE CONTRACT, and must be stopped.”<sup>50</sup>

With the growth and development of containerization, jurisdictional problems had become more complicated. Rather than giving the work to the men on the docks, steamship companies had preferred contracting the work to Teamsters, non-longshoremen, or non-union workers to man the containers. For example, Matson containers coming into Alameda had used Teamsters to “stuff or unstuff” at a station away from the waterfront. In Los Angeles, Matson had subcontracted handling its containers to a company that hired Teamsters just across from the dock. In Seattle, a non-PMA member company had hired ILWU warehouse local members, rather than longshoremen local members, to man its containers, creating a tension between the two locals.<sup>51</sup> For container shipping companies, using non-longshoremen meant more than paying lower wages per worker. They could avoid hiring workers in a team of gang as well as eliminating other categories of work on the waterfront, such as clerks and walking bosses – men whom the employers considered “unnecessary.”

Fairley claims that the jurisdictional matter had not been discussed during the 1966 contract negotiations partly because container freight station facilities had been slowly developed. As Marc Levinson discusses in The Box, containerization entailed more than merely creating containers. It needed newly designed ships to carry standardized containers that could be stacked high on the decks and in the holds, new equipment, such as cranes, tractors, and trailer chassis, and new facilities where the operation occurred – a

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<sup>50</sup> Local 10 *Longshore Bulletin*, May 6, 1966.

<sup>51</sup> Fairley, pp. 277-279.

developmental process that took time and money.<sup>52</sup> In addition, before the late 1960s, containers had not been globally used because very few container facilities and equipment had been established outside the United States. The first transatlantic container service was inaugurated only in 1966. Moreover, the expansion of containerization required an “intermodal” transportation system. If containers could not be carried with inland transportation modes, such as railways and roads, containers had to be stuffed and unstuffed at the port – an action that would defeat the shippers’ purpose of reducing labor costs on the dock. In the railroad transportation system, “container-on-flatcar” was slowly developed due to high costs and regulations. Not until the 1970s did the intermodal containerization become diffused widely inside the United States.<sup>53</sup> In Europe and elsewhere, it would take longer to be established.

In the summer of 1968, the increase in the volume of containers forced Matson to move its container operations from Alameda to Oakland. When the company opened up a vast container complex where the old Oakland Mole had been located, it called the union for a negotiation.<sup>54</sup> Matson proposed that it would hire longshoremen to handle its cargos in exchange for their accepting lower wage rates. In its “T-Letter #135,” Matson announced that it would require only one crane operator as the minimum manning for each crane. The number of lashers, whose job was to tie down container vans to the deck, or the number of any other categories of longshoremen would be determined based on the employer’s need in

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<sup>52</sup> Marc Levinson, The Box: How the Shipping Container Made the World Smaller and the World Economy Bigger (Princeton: Princeton University Press, 2006), pp. 43-75.

<sup>53</sup> For the history of containerization and intermodal transportation, see Jean-Paul Rodrigue and Theo Notteboom, “Geography of containerization: half a century of revolution, adaptation and diffusion,” *GeoJournal*, Vol. 74, No. 1. (2009): 1-5.

<sup>54</sup> According to Fairley, the fact that Matson initiated a talk signified how the union had been slow in dealing with the situation. Fairley, pp. 281-283.

each operation. In addition, the company demanded that workers hired as steady men would work “interchangeably on all jobs.” It also added that no clerks or walking bosses would be included in the new work crew. When the Local 10 executive board, which had jurisdiction over Oakland operations, refused to agree to the terms, the Coast Committee called a special caucus meeting to determine the union’s proposals for a coastwise container agreement.<sup>55</sup>

About 100 delegates from thirty five ILWU locals were sent to the special caucus meeting in October. They wanted all container-handling to be done under the longshoremen’s master contract agreement. However, the Coast Committee reminded them that the master contract had given the employers the right not to use longshoremen if the work was done outside the dock. If the demand of the caucus were to become viable, then the contract agreement would have to be changed, but the Coast Committee did not believe that it would be an easy task to change the Agreement scheduled to expire in 1971. Rather than opening up negotiations to change the contract agreement itself, the Coast committee suggested holding new negotiations for a coastwise “container freight station (CFS)” supplement. This supplement would stipulate working conditions for those handling containers on the dock – conditions that would be inferior to those under the Pacific Coast Longshore Agreement. In this way, the Coast Committee thought that they would be able to bring container work to the dock.<sup>56</sup>

Most delegates did not support the idea of negotiating a supplementary agreement having less favorable terms to the workers than the Coastwise longshore contract agreement.

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<sup>55</sup>Fairley, pp. 275-277. For Local 10 membership and executive board’s discussions regarding the issue, see Local 10 *Longshore Bulletin*, September 20, 1968.

<sup>56</sup> According to Fairley, the Coast Committee’s idea was to split between container and non-container companies by putting pressure on the former with a direct action against it, such as shutting down container operations, if the negotiations did not go well. See Fairley, pp. 280-281.

They were concerned that it would create a condition in which the employers would avoid giving work to those working under the Coastwise longshore contract. The Coast Committee persuaded the delegates to get a supplementary agreement first and then “fight to improve it later.” The Committee also believed that if longshoremen could not do the container work, then at least other ILWU members, such as warehousemen, ought to get the job.

After a couple of weeks of discussion, a compromise was reached: The caucus decided that all container work on the docks would be performed under the master contract agreement, but the union would also negotiate a coastwise container terminal contract, which would expire on the same date as the Pacific Coast Longshore Agreement.<sup>57</sup> The caucus selected twenty-two negotiating committee members, including several International officers, Coast Committee members, local presidents, and some others. Meanwhile, several International officers of the negotiating committee decided to gather more information about container work by having a tour of the container yards.<sup>58</sup>

When the union and the employers could not reach an agreement after four months of negotiations, the union called a coastwise stoppage of container work on March 17, 1969, and the PMA filed a complaint to the Coast Arbitrator Sam Kagel who subsequently ruled that the longshoremen must resume their work on containers.<sup>59</sup> When the union ignored the ruling, the PMA took the case to the U.S. District Court which ruled in favor of the employers. The longshoremen refused to comply with the court order, but the court

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<sup>57</sup> Fairley, pp. 283-285. For the details of the caucus demand, see *Local 10 Longshore Bulletin*, March 14, 1969.

<sup>58</sup> *Local 10 Longshore Bulletin*, November, 1968 and March 14, 1969.

<sup>59</sup> It did not affect 90 percent of longshore work which was not containerized, Hartman argues. Hartman, pp, 205-207.

subpoenaed a number of ILWU officers for a contempt hearing, and the union ordered the workers to resume the work. The stoppage ended in early April.<sup>60</sup>

In August, the negotiations finally led to an agreement that obligated the employers to hire in their container freight stations (CFS) longshoremen from the hiring hall or the “Utility Men.” Each station would be guaranteed to have steady men who consisted of registered longshoremen and who would be dispatched from the hiring hall, unless the hall could not provide the required number of steady men. In the latter case, the employer was “free to employ workmen of his own choosing.” The CFS utility men’s wage scales were similar to other longshoremen working under the main contract, but they were ineligible to receive an 8-hour wage guarantee paid from the M & M fund. The supplement would expire in 1971 as well as the main contract agreement.<sup>61</sup>

Although the referendum result showed that the majority of longshoremen voted for the supplement, a lot of no votes came from large locals.<sup>62</sup> Moreover, Bridges in his regular column in *The Dispatcher* lamented that there were more numbers of vocal opponents than the actual “no” votes. Many members “in all locals called the agreement bad” but voted for it because it would not last long. Believing that the supplement was a good contract, Bridges expressed his distaste toward those who vocally criticized the supplement or voted against it.<sup>63</sup>

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<sup>60</sup> Hartman, p. 207; and *The Dispatcher*, April 4, 1969, p. 1.

<sup>61</sup> Teamsters, according to the supplement, could assemble incoming “devanned cargo, but without sorting” and load it aboard their trucks or could place cargo at the point of rest in the station. See Fairley, pp. 291-2; and *The Dispatcher*, October 1, 1969, p. 1.

<sup>62</sup> A total of 10,318 votes were cast, among which 7,995 voted for the supplement and 2,323 voted against it. San Francisco Local 10 had 700 “No” votes and San Pedro Local 13 had 869. See Local 10 *Longshore Bulletin*, October 1, 1969.

<sup>63</sup> *The Dispatcher*, “On the Beam,” October 1, 1969, p. 2.

In January 1970, when the supplement began to take effect, Local 10 discussed a new problem. According to the agreement, an employer who needed “CFS utility men” should request the number of men needed five days in advance for each operation from the hiring hall. Then, the union would announce it, receive applications from the registered men for the job, and select the required number of men among the applicants. The agreement, however, did not designate how to select the men among the pool of applicants, except that A-men should get preference over B-men.<sup>64</sup> This problem was resolved to a certain degree by selecting men based on seniority. However, if the union did or could not supply enough utility men from the hall, the employers hired from outside the hall steady men who could be fired or laid off at anytime. For that reason alone, these steady men were powerless to resist speed-ups or harassment, according to an ILWU member who worked as a utility man.<sup>65</sup> Moreover, among utility men, a separate seniority system was established, which did not precisely mirror the seniority system of the union.<sup>66</sup> In addition, Fairley pointed out that the supplement never fully accomplished its purpose because shipping companies continued using Teamsters, non-longshore workers, and other non union workers into the early 1970s.

#### 4. Local 10 and B-men

After the deregistration of the eighty two B-men in June of 1963, Local 10 had hired a large number of longshoremen into B status on four different occasions, reaching a total of almost 3,000 B-men between 1959 and 1969 (see Table 7.1 below). In October 1963, over

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<sup>64</sup> Local 10 *Longshore Bulletin*, January 9, 1970.

<sup>65</sup> H. K. [most likely Howard Kaylor, one of the editors of the *Longshore Victory*], *Longshore Victory*, December, 1972, p. 4.

<sup>66</sup> *Longshore Victory*, February 1973, p. 1



700 new B-men began to work in the local. By early 1965, the number of registered men in the local was still large, reaching 4,780, but due to the availability of plenty of work, the local had to call their sister locals to recruit extra hands. According to the *Bulletin*, between January and April, a total of 2,800 casuals worked for the local. The records reveal that the number in each month was noticeably uneven.<sup>67</sup> By 1965, the employers applied the 70 percent availability rule not only to B-men but also to A-men. When considering that all registered longshoremen had to be available for six days a week, unless they were sick or injured, the number of available registered men had to be stable, and thus the fluctuation of the number of casuals demonstrated that the workload of each month had been unpredictable.<sup>68</sup> By the end of the year, the local recruited several hundred new B-men and promoted some of those hired in 1963 to A status. During the next year, the numbers of A-men and B-men in Local 10 were estimated to be 2,918 and 985, respectively.<sup>69</sup>

The union encouraged B-men to attend regular membership meetings, but just as it had been for those hired in 1959, the balcony was still the place where they sat separately from the A-men. B-men could get medical and dental insurance benefits, but they were eligible only if they maintained 400 hours of work during the first or last 6 months of a year.<sup>70</sup> Due to an increase in using new equipment and machinery, taking “safety training classes” became mandatory for the B-men. Paying the “pro-rate” share for the usage of the

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<sup>67</sup> From January through April, there were 840, 483, 1,278, and 262 men were hired as casuals in respective month. Local 10 *Longshore Bulletin*, May 28, 1965.

<sup>68</sup> In March 1965, the local made an ill-fated attempt to change the availability requirement from 6 days to 5 days a week. Local 10 *Longshore Bulletin*, March 5, 1965.

<sup>69</sup> Local 10 *Longshore Bulletin*, November 5, 1965. For the numbers of A- and B-men in 1966, see Pilcher, p. 15, Table 2.

<sup>70</sup> Local 10 *Longshore Bulletin*, December 27, 1963, June 3, 1966, and July 1, 1966.

hiring hall was still required, but in 1965 they were asked to pay their pro-rata share not monthly but semi-annually at a lower rate.<sup>71</sup>

The traditional low-man-out system continued to be used in dispatching the men. B-men were assigned to jobs on a rotation basis from the “Class B Board” after all available A-men were dispatched. Before the Second M & M Agreement, the gang boss had reported the place, date, the work hours of his gang members -- information that had been used to calculate the wages of the members. But since the breaking up of the basic gang, dock men did not work steadily with one gang any longer and were shifted to work from their original assignment to any work on docks, cars, or barges. In order to know whether their wages were calculated correctly, responsibility remained with them to remember and report the numbers of the gang with which they worked and the date, time, and the place of their job assignments each time when they were dispatched and shifted. B-men suffered the same fate as the dock men: they were not allowed to work steadily with a particular gang, and thus they also had to report which gang they worked with each time they were assigned.<sup>72</sup>

B-men had been traditionally excluded from taking skilled positions. However, after the second M & M Agreement was signed, the PMA introduced more jitneys into the hold work. Because B-men and casuals constituted an overwhelming majority of the hold men, the local and the employers decided to get applications from B-men for the position if they could not recruit enough A-men for each gang to be equipped with two lift drivers.<sup>73</sup> The

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<sup>71</sup> The B-men hired in 1959 had paid \$6 per month, but those who hired in 1965 were required to pay \$18 per 6 months. This assessment went up to \$45 in 1966 – a rate that was still lower than for A-men who paid \$10 per month. *Local 10 Longshore Bulletin*, July 1, 1966, January 5, 1968, and January 12, 1968.

<sup>72</sup> *Local 10 Longshore Bulletin*, January 20 and July 21, 1967.

<sup>73</sup> Besides newly hired B-men and casuals, the men who had been hired in 1959 to B status and promoted to A status in 1963 were still obligated to work in the hold. In 1965 the *Bulletin* warned them to keep their

union and the employers jointly provided trainings for those who applied for the “lift driver-hold man” position, including B-men. For those who were selected as lift driver-hold men, working steadily in the gang was permitted.<sup>74</sup> In September 1966, the *Bulletin* reported that some B-men who had recently gotten lift work had shown up on the piers prior to 8:00 a.m. in order to try out the lifts. It warned B-men that no longshoremen should begin work prior to 8:00 a.m. This incident demonstrated how anxious B-men were to use this rare opportunity to learn the new skill.<sup>75</sup>

In 1967, there was still plenty of work and thus the local recruited another 700 new B-men and promoted in December all who still remained as B-men since 1963 and some of those who were hired in 1965.<sup>76</sup> But the employers brought complaints about the promotion and the union’s “unilateral action” in dispatching the promoted men from the Class A Board. When Local 10 adamantly stood up for its decision, the employers appealed it to arbitration. The *Bulletin* reported that the membership unanimously passed a motion that “[T]he union shall stand 100 percent behind both the 1963 and 1965 ‘B’ men who have been promoted to ‘A’ membership to see that they remain ‘A’ men and shall be given full registration.”<sup>77</sup> The local membership resisted for months the employers’ attempt to vitiate its decision, even after the port and area arbitrators ruled that the promotions were in violation of the contract. But when the employer threatened to take the matter to the court to enforce the arbitrators’ decision, the union agreed to negotiate.

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agreement to work in the hold for five more years when they had become A-men. Local 10 *Longshore Bulletin*, June 11, 1965.

<sup>74</sup> Local 10 *Longshore Bulletin*, September 23 and September 30, 1966.

<sup>75</sup> Local 10 *Longshore Bulletin*, September 9, 1966.

<sup>76</sup> Local 10 *Longshore Bulletin*, May 26, 1967.

<sup>77</sup> Local 10 *Longshore Bulletin*, February 23, 1968.

In June 1968, a special “stop work” membership meeting reported the result of the negotiations: The previous year’s promotions were rescinded. Instead, the promotion of the “1963 men” would start now. This meant that these men were to be promoted after having worked as B-men for five years. For the “1965 men,” they were turned back to the B-list and their promotion process restarted by having an opportunity to apply for A status. Among the applicants, twenty five men per each month from the following month would be promoted until all eligible men were advanced. Officers explained that the resolution had been reached after hard bargaining because the employers had wanted to turn back the registration of even the “1963” B-men and insisted that the industry should retain 25 percent of the workforce as B-men. Local officers tried to maintain the membership decision and even pushed further to say that the local would advance all B-men including those who had been hired in 1967, but they eventually had to agree to the resolution. Local 10 President Cleophas Williams, the first black president of the local, pointed out that the employers were retaliating against the local for its failure to provide enough steady men.<sup>78</sup>

The *Bulletin* describes how rank-and-file members responded to the resolution. Many claimed that the B-men should have been already advanced and some urged the membership to fight further in order to take all B-men including those hired in 1967. They pointed out how rough the B-men’s working conditions had been with the harsher discipline and regulations under the M & M programs. One member suggested that they place a limit on weekly hours to provide every man with a fair share of the available work. This idea reflected the rank-and-file workers’ demand for shorter-hour work to create more jobs for

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<sup>78</sup> Local 10 *Longshore Bulletin*, June 28, 1968. A similar incident also happened in Los Angeles Local 13. See Local 10 *Longshore Bulletin*, February 23, 1968.

more workers -- an idea that had appeared between 1938 and 1951. However, not all members shared the same sentiment. Some stated that the membership should be consulted more in the future by union officers when planning to promote B-men. Supporting this argument, Harry Bridges admonished the members that the local should carefully “plan ahead” not to expand the membership. He emphasized that the program was “not to share the starvation” but to make it possible for “all hands to earn a decent living.”<sup>79</sup>

The discussion at the meeting indicates that although the local’s membership had lost its control over the registration process since the late 1950s, it still tried to exercise as much authority as possible. It also reveals that Bridges continuously opposed any plan to “share the starvation.” More importantly, despite Bridges’s position, the weight of which stemmed from his powerful status as the president of the International, many rank-and-file workers still supported the idea of equality and were willing to share their resources rather than let one group of workers experience hardship more than the other group. The employers’ initial idea behind creating the B status men in 1958 had been to create a pool of workers who could be more flexible but also available to the employers. But what had happened on the West Coast waterfront since then demonstrated that creating unequal working conditions among workers who had once experienced equality proved to be difficult. The existence of class B-men itself contradicted the union’s decade-long effort to build a sense of solidarity, equality, and democracy.

During the summer and fall of 1968, the local membership and officers were in a series of discussions about jurisdictional matters on container handling. Meanwhile, the work load soared tremendously. During October, a total of 10,000 jobs were farmed out to

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<sup>79</sup> Local 10 *Longshore Bulletin*, June 28, 1968.

casual workers. This created a condition in which the employers decided to allow existing B-men to belong to gangs. During the next summer, the local hired about 600 new B-men to work not only on ships but also at container freight stations and promoted any remaining B-men hired in 1963 and in 1965. It also prepared to advance those who had been hired in 1967 in a small number each month.<sup>80</sup> It is unclear why some of the men hired in 1963 still remained as B-men, but they might have been unqualified based on the standards the Port Committee had set out or were working on probation. In any case, the local decided to promote all those on probation as well this time, and thus after six years of working as B-men, they finally advanced to A status.

Year of recruitment	1959	1963	1965	1967	1969	Total
The number of B-men recruited	750	700	500	720	600	3,270*

Table 7.1: The number of B-men recruited between 1959 and 1969

Sources: Local 10 *Longshore Bulletin*, 1959-1969, ILWU Library, San Francisco.

\* The total number of B-men recruited was much larger than the actual number of B-men who remained on the waterfront because many men left the industry and some were deregistered.

The recruitment of the large number of B-men during this decade resulted in an increase in the percentage of black men. In 1969, black longshoremen constituted over 50 percent of the men working in the local.<sup>81</sup> By this time, the first generation of black longshoremen who had been hired during the Second World War had become eligible to retire with full benefits, and thus their numbers might have dwindled to a certain level. In order for black workers to constitute a majority of the work force, a substantially large

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<sup>80</sup> Local 10 *Longshore Bulletin*, May 16, 1969. According to *The Dispatcher*, over 7,000 people submitted applications for the job. *The Dispatcher*, September 9, 1969.

<sup>81</sup> Bill Chester, in *Solidarity Stories*, ed. by Harvey Schwartz (Seattle: University of Washington Press, 2009), p. 39.

number of young black men must have been hired during the 1960s – a number that more than compensated for the loss of black retirees. By this time, most B-men hired between 1959 and 1965 were promoted to fully registered status, changing also the demography of the membership itself: Almost half of the members were younger men and a disproportionately large percentage of them were black. These younger workers would soon contribute to the changes in politics of the union, rejecting a continuation of the M & M Agreement in 1971 and organizing the longest longshoremen strike ever on the West Coast waterfront.

The *Bulletin* did not discuss new promotion standards for B-men, but according to the research done by Arthur Brunwasser, the lawyer for Longshore Jobs Defense Committee members, no B-man had been fired for intoxication for his first offense since deregistration of the eighty two B-men in 1963.<sup>82</sup> Several accounts reported in the *Bulletin* indicated that those who did not pay their pro rata share on time were “pulled off the job whenever they were caught up with,” rather than being permanently fired.<sup>83</sup> These accounts, however, might be indicating only the A-men’s situation. Because B-men’s pro rata share was automatically deducted, there might have been no B-man who would be fired for paying late dues. Regarding LMO, a report from record checkers in 1965 revealed that 35-40 percent of the skilled men and 80 percent of non-skilled men were in violation of the rule.<sup>84</sup> This

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<sup>82</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Appeal from a Final Judgment of the United States District Court for the Northern District of California, Arthur Brunwasser and Fred L. Kurlander, “Appellants’ Reply Brief,” filed October 23, 1978, pp. 12-13, National Archives and Records Administration, Kansas City, Missouri.

<sup>83</sup> Local 10 *Longshore Bulletin*, August 22 and September 12, 1969. Herb Mills described how those who were “delinquent” at paying dues pulled out: Stewards checked longshoremen’s books when they went to work. Herb Mills, *The San Francisco Waterfront Labor/Management Relations: On the Ships and Docks*, Part One: “The Good Old Days” (Berkeley: Institution for the Study of Social Change, 1978), p. 17.

<sup>84</sup> Local 10 *Longshore Bulletin*, July 30, 1965.

indicated that the LMO rules were most likely too complicated for many men to adhere to them correctly all the time, but apparently, and more importantly, these men were not deregistered for the violations.

Although the total tonnage handled on the West Coast had doubled from 20 million tons in 1960 to almost 40 million tons in 1969, it began to dwindle by the end of that year. The decrease in the total tonnage, along with the acceleration of containerization, affected the man-hours worked by longshoremen, which in 1966 had reached to 26.6 million man-hours but had fallen under 20 million hours in 1970 and dropped to under 15 million in the following year. The average earnings of the men, especially B-men, also fell. The average earnings of B-men between 1966 and 1969 almost matched those of A-men during the same period: Their average earnings in 1968 reached \$8,700. However, in 1970, they plummeted to \$5,400.<sup>85</sup> By this time, containerization and mechanization had considerably impacted the waterfront. In 1969, eighteen percent of all general cargo handled by PMA companies was containerized.<sup>86</sup>

Under the circumstances, the Port Committee agreed in December 1969 to lift the 70-percent availability requirement that had been imposed on B-men since 1959 in order to allow them to get another part-time job to increase their earnings. In addition, the local offered B-men the option to pay their pro-rata shares either monthly or semi-annually.<sup>87</sup> Within several months, however, the employers brought to the Port Committee a complaint insisting that the availability rule be reinstated. The union side of the committee reasoned

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<sup>85</sup> Fairley, Appendix, p. 395, Table 1 and p. 399, Table 4.

<sup>86</sup> Ibid., Appendix, p. 395, Table 1 and p. 404, Table 9. Bridges stated that the rapid growth of containerization was an “unexpected” phenomenon and that the ILWU was “caught off-guard.” *The Dispatcher*, September 25, 1971.

<sup>87</sup> Local 10 executive committee also proposed a breaking-up of thirty gangs. See Local 10 *Longshore Bulletin*, December 19, 1969, February 6, and May 1, 1970.



that it was “senseless” to demand availability for B-men when there was little or no work for them. The matter was not resolved and the employers brought it to the Area Labor Relations Committee, which subsequently decided that the 70 percent availability rule ought to prevail. It ordered that the rule be reinstated as of January 1, 1971.<sup>88</sup>

#### 5. Local 10: The Negotiations for the Next Contract and Steady men

Meanwhile in 1970, the ILWU began to prepare for upcoming negotiations for the next contract. The coastwise caucus meeting for an internal discussion was scheduled for April 1971, but the longshoremen decided to begin the discussion early in order to give them enough time to formulate their demands and negotiate with the PMA.<sup>89</sup> As a first step, the ILWU sent a delegation to New York City to find out how the East Coast longshoremen and their union (the ILA) had handled containerization.

The ILA had faced similar pressure from the employers to facilitate containerization, but it had chosen different path from that of ILWU. In the late 1950s, the union had won the establishment of “a container fund to be developed by a royalty on all containers loaded or unloaded away from the pier by non-ILA labor.”<sup>90</sup> During the first half of the 1960s, the union had protested with strikes against the employers’ demand for changing manning scales and reducing the gang size. In 1966, the union had finally decided to reduce the gang size in exchange for a wage guarantee plan – a step-by-step reduction that by 1967 led to the gang being downsized from twenty to eighteen and then to seventeen. In 1969, the ILA had

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<sup>88</sup> Local 10 *Longshore Bulletin*, December 1969-January 1970, May 1, September 25, and December 31, 1970.

<sup>89</sup> *The Dispatcher*, April 22, 1970, pp 1 and 8.

<sup>90</sup> Fairley, p. 297.

made the employers in the New York shipping industry sign a “50-mile radius” provision, giving the union the right to handle all the containers originating within the 50-mile radius from the port. Shipping companies had to pay a “container tax” for any container that originated within the radius but was stuffed and unstuffed by non ILA members.<sup>91</sup>

In 1970, when the ILWU “Container Fact-Finding Delegation” visited New York City, the delegation found that the 20-man gang was still maintained, despite the reduction provision, and no robots were in use. The delegates also found that the West Coast longshoremen had fallen behind the ILA members in terms of wage gains and pension increases.<sup>92</sup> In October at a “preliminary” caucus, the longshoremen were ready to discontinue the M & M agreement. The caucus wanted to get rid of the “T” letter section which allowed the employers to establish rules for manning. The caucus also wanted to roll back the steady men provision by insisting on the “one man, one job” rule to prevent a steady man from being dispatched to different skilled positions. It also wanted to adopt the ILA’s 50-mile radius rule in order to maintain the union’s jurisdiction over container handling. Bridges emphasized the protection of the current longshoremen, just as he had consistently done since the late 1950s, and suggested that the union should demand “no lay-

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<sup>91</sup> For a brief history of how the ILA struggled against containerization, see Levinson, Chapter 6. For Local 10’s response to the gains that the Brooklyn Longshoremen made from the guaranteed annual income and container loyalty tax, see Local 10 *Longshore Bulletin*, April 10, 1970. Regarding East Coast longshoremen’s 50-mile radius demand, Geographer Andrew Herod discusses how workers created a new scale of space in their struggle to control their work and work process. Andrew Herod, Labor Geographies: Workers and the Landscapes of Capitalism (New York: The Guilford Press, 2001), pp. 70-128.

<sup>92</sup> Fairley, pp. 299-302 and 309. For the full report of the committee, see *The Dispatcher*, November 6, 1970, pp. 8-10. The Fact-Finding Delegation visited not only New York but also Newark-Port Elizabeth and Philadelphia. For unknown reason, no one from Local 10 was included in the delegation -- an aspect that Local 10 complained about. Local 10 *Longshore Bulletin*, September 25, 1970.

offs,” increased pension benefits, and a 40-hour week wage guarantee plan.<sup>93</sup> Fairley pointed out that for the first time in bargaining history, “ILWU longshoremen were following the lead of the ILA rather than setting the pace.”<sup>94</sup>

The negotiation began in November 1970. As had it been in the 1960s, the PMA was willing to give monetary benefits – a wage guarantee and pension plans – and also offered no lay-offs during the life of the contract. However, the employers wanted to secure as many steady men as they wished and acquire a high level of availability of all workers, while encouraging early retirement. In order to accomplish this task, they tied these issues to the wage guarantee offer. For example, they offered that only those who kept 80 percent availability could be eligible for a wage guarantee. They would increase the pension benefits for those whose ages were between sixty two and sixty five and eligible for retirement, but if those in this category did not retire, then they would be ineligible for the wage guarantee. The wage guarantee also would not be applied to the members of the local that did not provide steady men as required by the employers. Another drastic measure that the employers demanded was their exclusive right to have control over registration. They also wanted to determine the number of the gang required for an operation.<sup>95</sup>

Although Local 10 had fought strenuously against the employers’ request for steady men during the first couple of years of the Second M & M Agreement, by early 1971 the employers had 206 steady men.<sup>96</sup> In approaching new contract negotiations, Local 10 passed resolutions, which indicated that the local stood firmly against the employers’ control

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<sup>93</sup> Fairley, pp. 311-313; *The Dispatcher* reported that the preliminary caucus had been the longest meeting by far, which lasted over three weeks. More details of what the caucus concluded as its demands can be found in *The Dispatcher*, November 6, 1970, pp. 6-7.

<sup>94</sup> Fairley, p. 314.

<sup>95</sup> Fairley, pp. 314-316.

<sup>96</sup> By 1971, there were only about 2,870 A-men in Local 10. *Local 10 Longshore Bulletin*, 1971.

of manning scales. The local was determined to roll back the provision on steady men or “9.43 men,” as Local 10 had called it. The *Bulletin* reported that 9.43 men’s work hours were far ahead of those of men who were dispatched from the hiring hall. During the previous year, the local had reported that employers had refused to provide information about their steady men and that the union had had difficulties not only equalizing work opportunities but also tracking down union dues owed by steady men.<sup>97</sup>

Although the master contract was under negotiations, the Coast Negotiating Committee had given each local full authority for the first time since 1956 to negotiate and make a final settlement at the port level on eight items, including details on dispatching, jurisdiction, and manning scales.<sup>98</sup> It assured that no coastwise agreement would be concluded until all local negotiations were completed. In its local negotiations, Local 10 focused on restoring the basic gang, which had been diminished, especially when the “robot” gang had been used for container operations. It demanded a 12-men gang, consisting of one gang boss, two deck men, six hold men, two dock men, and one jitney driver. The *Bulletin* pointed out that this demand was not unreasonable when compared with the size of the basic gang in New York, which consisted of seventeen men. Writing for the *Bulletin* as a longtime Publicity Committee member, Archie Brown also emphasized the importance of winning a plan for equalizing the work opportunities between steady men and

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<sup>97</sup> Local 10 *Longshore Bulletin*, May 1, 1970 and June 15, 1971.

<sup>98</sup> The eight points were: 1) working and dispatching rules; 2) local miscellaneous agreements; 3) manning scales and other basic minimum mannings; 4) Section 9.43; 5) travel time and transportation; 6) port authority agreements; 7) promotions and training rules; and 8) clerk port supplements. *The Dispatcher*, June 4, 1971, p. 1.

the others and stated that the union should not agree with any contract that would not guarantee it.<sup>99</sup>

In matter of fact, many rank-and-file workers wanted not merely to equalize the work opportunities between steady men and other skilled men, but also to fight to get steady men, including “gearmen” and “coopermen,” back to the hiring hall. The local argued that with proper training all men were capable of learning new skills. The promotion process had been providing training sessions for those members who applied to skilled positions and thus hiring some workers in skilled positions by bypassing the established promotion process was against the union’s principles. This belief is found in the following statement:

The union’s goal is to provide men who are eligible for the training or re-training necessary for gear and cooper work, rather than that of providing men who the employer thinks are “qualified” for such job the day they begin the job.<sup>100</sup>

This principle was emphatically equalitarian and demonstrated the workers’ belief in human capacity to improve skills and knowledge via continuous educational programs.

Nevertheless, the existence of a large pool of newly hired men in the 1960s, who had begun their work as B-men and who would have to wait for many years to be promoted to a skilled position, further complicated the steady men issue. B-men had been forced to agree with the terms that they would work as hold men for five more years after their promotion to the A status. For many of them, the employers’ offer for a steady men position could be very attractive because the provision made it possible for them to bypass the union’s seniority system. By 1970, the so-called “1959 men,” or those who had been hired in 1959, had become eligible for being promoted to other positions than hold work because the

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<sup>99</sup> Local 10 *Longshore Bulletin*, June 4 and 15, 1971.

<sup>100</sup> *Stewards Bulletin Local 10*, March 22, 1971.

mandatory five-year period had expired. However, most men who had been hired since 1963 were bound by the promise or still stayed in the B status, and the employers who had had a difficult time to get enough steady men from the local might have tried to recruit some of these men.

Local 10 officers claimed that the employers had divided and confused many workers by making newly promoted A-men promise to do the hold work for five more years and then offer some of them steady men jobs. Local 10 officers pleaded with the younger members not to take the steady men jobs, arguing that it was a “trap” for workers.<sup>101</sup> It is unclear how many new younger A-men actually took steady men positions by circumventing the seniority rule. Nevertheless, the local’s plea to the younger men demonstrated the union’s dilemma in making all their members think that its seniority rule was fair when a large number of its members had been working as second class workers for a quite long period and then placed in the most difficult and dangerous work for five more years.

Beyond the 9.43 section, the local became vocal against the employers’ usage of a “T-letter,” by which they informed the union when, how many and which skilled longshoremen were needed on each operation, and thus controlled the manning scales. The *Bulletin* stated that it was “the most dangerous section in the contract.”<sup>102</sup> The local’s resolutions also included safety concerns. The lashing gangs, who worked on container ships, had to climb up on top of containers to lash the containers with chains. The top of the

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<sup>101</sup> Local 10 *Longshore Bulletin*, March 21, 1969.

<sup>102</sup> Local 10 *Longshore Bulletin*, April 9, 1971.

containers were slippery especially when wet and dangerous at night.<sup>103</sup> According to a 1970 report, containerization reduced the death rates of longshoremen but it did not reduce their chances to be exposed to a hazardous environment. *The Dispatcher* quoted an analysis done by the Hawaii local regarding the local's safety situation as followed:

In a container operation most of the jobs involved continued exposure to hazards – falling working near the edge of the container, injury while clamping or lashing the container, or injury from moving equipment or falling objects. The result is that while less man-hours are worked, the accident rate for those hours is higher.<sup>104</sup>

Local 10's demands indicated where most dangers for longshoremen existed: it asked "non-slip adhesive" to be applied on top of container vans on the dock as well as "gas and fume emitting jitneys" to be removed from the hold.<sup>105</sup>

In the spring of 1971, the caucus instructed the coastwise negotiating committee to maintain the resolutions that it had passed during the previous fall and reject any compromised contract agreement. But the employers maintained their offer by which they would provide a wage guarantee plan only if they exclusively controlled the manning scales and for only those who met the availability requirements. Local 10's *Bulletin* claimed that if the workers agreed to this demand, then they would "be reduced to nothing more than slaves with a big club over their heads labeled guarantee."<sup>106</sup> The *Bulletin* criticized how the local had been "bought out" in 1966 when it had given up the control over manning scales in exchange for a 50-cent raise per hour. It urged members that this time around, they should take enough time to think about what demands would be important for them.

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<sup>103</sup> Sydney Roger, Interview Transcript, p. 569.

<sup>104</sup> *The Dispatcher*, October 9, 1970, p. 3.

<sup>105</sup> Local 10 *Longshore Bulletin*, April 16, 1971.

<sup>106</sup> Local 10 *Longshore Bulletin*, May 21, 1971.

In early June, the tension between Local 10 and the PMA escalated because of their differences on the steady men issue. The PMA insisted that the local should stop coercing steady men to come back to the hall -- an action that violated a 1967 Coast Arbitration award --, whereas the union insisted that the equalization of work opportunity between steady men and other skilled men dispatched from the hiring hall was the core principle of the contract agreement and thus the employers hiring of steady men who had earned more than others violated the contract.<sup>107</sup> As a result, the PMA locked down the San Francisco port on June 7 and June 10 and broke off the coastwise negotiations. The union responded to the PMA's action by filing the case for arbitration and calling for a strike vote.<sup>108</sup> In late June, ballots were cast: an overwhelm majority voted for the strike. On the first day of July, the 1966 agreement expired. The West Coast longshoremen shut down the Pacific Coast.<sup>109</sup>

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<sup>107</sup> *The Dispatcher*, June 17, 1971, pp. 1, 7, and 8.

<sup>108</sup> According to the Local 10 *Longshore Bulletin*, the PMA unilaterally instituted "a nine-point" labor policy, which the union interpreted as "a polite term for a lock-out."

<sup>109</sup> On June 25, ballots were cast. 9,317 men voted for the strike, while 343 men vote against it. This meant that 96.4 percent of the men who cast ballots supported the strike. *Strike Bulletin* #2, July 6, 1971; *The Dispatcher*, July 2, 1971, pp. 1 and 8.



## Chapter 8

### **“I still have pride and dignity”: the Strike, July 1971- February 1972**

On July 2, 1971, the West Coast longshoremen began their strike. After 100 days of picketing, the workers had to go back to work due to a court-ordered “cooling-off” injunction. But they resumed the strike when the eighty-day cooling-off period expired and maintained their picket line for thirty four more days. This chapter examines the negotiations between the union and the employers and the evolution of union internal discussions regarding setting the priorities for their demands. For many Local 10 members, eliminating Section 9.43 or the “steady men” provision in its entirety from a future contract agreement was their central demand, and thus they organized debates and actions to obtain this goal. The settlement of the strike was a disappointment for them because Section 9.43 still remained in the new contract.

Nevertheless, strikes are more than an instrument for workers to promote their contract demands. Strikes, as political scientist Josiah Bartlett Lambert points out, are “expressive activities” through which the strikers show their defiance and dignity against “powerlessness, meaninglessness, and self-estrangement” generated by the profit-driven capitalist production process.<sup>1</sup> The 1971 strike revealed the frustration of rank-and-file longshoremen toward M & M Agreements and ensuing structural changes in their work regime. The words and actions of Local 10 members showed their resistance against the employers’ increasing power over work rules and hiring processes in the name of

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<sup>1</sup> Josiah Bartlett Lambert, “If the Workers Took a Notion”: The Right to Strike and American Political Development (Ithaca, New York: ILR Press, 2005), p. 10.

“progress.” They also displayed their dissatisfaction with union top officers for their way of dealing with the employers and for their focusing on primarily wage issues. They showed that a sense of dignity stemmed not from merely earning high wages but from standing up for what they believed was right.

Picketing also entails more than an action organized in order to prevent “scabs” from getting into their workplace and represents more than an expression of annoyance or a mere matter of imposing monetary damages to business owners: A picket line is an arena for workers to develop working-class politics and build alternative human relations. A study of Local 10 members’ preparation for the strike and picketing activities demonstrates that during the 1971 strike Local 10 longshoremen began to cultivate new relations among A-men, B-men, and steady men in the process of organizing picketing and other strike-related activities. The longshoremen also built strong ties with pensioners and female family members, whose solidarity actions were invaluable in sustaining the strike.

Although the new 1972 contract was ratified after the 134-day strike, in comparison to the voting results in the previous two referenda on the M & M Agreements, a significant number of the Local 10 membership voted against it. The “no-vote” in defiance of Harry Bridges’s recommendation to vote for the contract foreshadowed the increasing numbers of rank-and-file dissidents against the international. The demographic changes in the local’s membership cannot be ignored in explaining this phenomenon. Younger men, who had been hired since 1959 and who had experienced long periods of working as B-men, constituted 70 percent of the membership, and a disproportionate number of them were blacks.

## 1. Old Traditions and New Challenges

Militancy and solidarity among workers do not develop spontaneously. Nor does workers' knowledge about how to prepare for a possible long-term strike become acquired on the spur of the moment. Rather, their knowledge is derived from their cumulative learning experiences in the process of organizing small and large scale collective actions. They also learn from the organizing militant actions of people in other workplaces or in the larger society. On the eve of the 1971 strike, the West Coast longshoremen had not launched any major coastwise strike since 1948, and a high percentage of them had not experienced even the 1948 strike. Coastwise, about 70 percent of the longshoremen had been hired since the 1948 strike and the San Francisco Local 10 membership equaled about 2,800, among which, about 2,000 men were younger longshoremen who most likely had been hired since 1959.<sup>2</sup> Local 10's preparation for the 1971 strike demonstrated that the union's deeply rooted traditions and knowledge about organizing a long-term strike had not entirely faded away. Many scholars point out the impact of the civil rights movement on the upsurge of young rank-and-file workers' revolts in many workplaces from mid-1960s to the late 1970s. These great social movements of the era must have also inspired, directly and indirectly, the younger longshoremen.<sup>3</sup>

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<sup>2</sup> Los Angeles Local 13 reported that only one fourth of its membership had experienced the 1948 strike. Portland Local 8 stated that 70 percent of its membership had been hired since the 1948 strike. *The Dispatcher*, July 16, 1971, p. 8 and October 8, 1971, p. 7.

<sup>3</sup> Cal Winslow, "Overview: The Rebellion from Below, 1965-81" and Kim Moody, "Understanding the Rank-and-File Rebellion in the Long 1970s" in Rebel Rank and File: Labor Militancy and Revolt from Below During the Long 1970s, ed. Aaron Brenner, Robert Brenner, and Cal Winslow (New York: Verso, 2010). In his study of the 1971 West Coast longshoremen's strike, Stan Weir also claims that the younger workers dissent had "appeared with an eruption among southern black middle class youth," which had "spread to their counterparts in the white middle class," and then "to all representative sections of the nation's young" [Weir, "A Study of the Work Culture of San Francisco Longshoremen," (Master's Thesis, University of Illinois at Urbana-Champaign, 1974), p. 133, note 2]. In his examination of the strike of GM auto factory workers in Lordstown, Ohio, organized in the same year as the ILWU strike, Stanley Aronowitz also emphasizes the

As soon as the strike commenced in July 1971, the entire Local 10 membership reorganized its structure to prepare for it. Local offices and the executive board constituted the “Strike Committee.” Several other committees were subsequently formed, such as Hiring Hall and Picketing Committees.<sup>4</sup> The local’s weekly *Longshore Bulletin* became a daily “Local 10 *Strike Bulletin*” issued by the “Publicity & Information Committee.”<sup>5</sup> According to *The Dispatcher*, many locals had “bumming committees” for the preparation of a long strike. The role of the committee was to “bum” or solicit food and other items for strikers and their families.<sup>6</sup>

Local 10 turned the basic gang into the basic “picket gang,” with every member expected to join or be assigned to a gang to carry out picketing duty during the day from 7:00 a.m. to 6:00 p.m. The dispatchers allocated picket duties via the hiring hall. At night, longshoremen organized “motorized” patrols on a rotation basis. All members received “picket cards” and the “Trial Committee” assessed penalties for those who failed to perform their picket duty. In the past, the committee had thoroughly reviewed the records of individuals’ picket duty, penalized those who had neglected it, and rewarded those whose participation had been impeccable. For example, individuals’ picketing performances

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young workers’ resistance to the increased speed ups and inhumane working conditions, which led to the strike. Stanley Aronowitz, False Promises: The Shaping of American Working Class Consciousness (Durham: Duke University Press, 1992), pp. 22-50.

<sup>4</sup> Other committees were: Bumming, Longshore Patrol, Finance & Credit, Legal, Commissary; Welfare; Clearance; Information & Publicity Committees; and Trial Committees. Local 10 *Strike Bulletin*, No. 3, July 7, 1971.

<sup>5</sup> The *Strike Bulletin* was published every day except on weekends in the beginning of the strike. When the strike prolonged, the newsletter was published every other day.

<sup>6</sup> *The Dispatcher*, July 30, 1971, p. 4.

during the 1934 and 1936 strikes had been a criterion when the local had hired their sons as “car men” and occasionally allowed them to do longshore work in the late 1930s.<sup>7</sup>

The “Communications Committee,” which was a sub-committee of the Publicity and Information Committee, took the role of maintaining night-time communications via phone calls among picketers, members, officers, and committee men.<sup>8</sup> In order to maintain the day-time communications between the Strike Committee and pickets at various piers, longshoremen used a pay phone located near each port. A picketer was dispatched to the telephone booth, whose role was to answer the phone when it rang and convey the message to the picketers on the pier. Within several days when rank and file workers raised a complaint regarding lack of information from the Strike Committee about the negotiation situation, the use of “sound trucks” was promised to spread out any news coming from the Negotiating Committee.<sup>9</sup>

Although workers were on strike, the union decided that work on certain cargoes, such as military shipments, mail, passenger bags, and perishable items, had to be performed. The “Clearance Committee” set up the methods of marking and handling these “cleared” cargoes to insure that longshoremen could easily recognize them from scabbed cargoes. The “Hiring Hall Committee,” which consisted of existing dispatchers, assigned re-structured gangs on a rotation basis to handle the cleared cargoes. The “Welfare Committee” was set up to help the members apply for government welfare provisions, such as food stamps, if

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<sup>7</sup> Los Angeles ship clerk’s local (Local 63) used humor to show how the local took the picket duty seriously by announcing that “Any member who doesn’t do his picket duty, due to being deceased, must submit a copy of his death certificate to Clearance Committee; otherwise he will be in serious trouble!” *The Dispatcher*, September 10, 1971, p. 8.

<sup>8</sup> *Special Bulletin*, June 17, 1971; *Local 10 Longshore Bulletin*, June 25, 1971; *Local 10 Strike Bulletin*, No. 1, July 2, 1971.

<sup>9</sup> *Local 10 Strike Bulletin*, Nos. 1 and 2, July 2 and 6, 1971.

necessary. When the PMA refused to pay the strikers their medical and welfare benefits, the union took the case to arbitration, but meanwhile, it put up to two million dollars of its own money into a fund for the members who needed medical care.<sup>10</sup>

On the first day of the strike, San Francisco longshoremen brought to their picket line a stuffed “PMA” dummy that had “wine bottle” and “psychedelic screw” eyes to poke fun at their employers. Some men brought musical instruments, including guitars and mouth organs.<sup>11</sup> Apparently, the picketing that Los Angeles Local 13 organized was more adventurous than other locals. A dog wearing a sign reading “ILWU on Strike!” walked on the Local 13 picket line with the strikers. Unfortunately, the picketing dog “Rollo” was reported missing after several days. The local operated picket boats conducting a “water patrol” picket line displaying the same signs as had Rollo. Local 13 also made several attempts to have a “flying” picket when a couple of men ran boats pulling behind them a large size handmade kite that carried an air-borne man and the same sign. After several attempts, one picketer managed to be on the flying kite for forty-five minutes.<sup>12</sup> Local 13’s picketing activities, especially its water patrolling boats, influenced other locals. Some of the members of San Francisco Local 34 (ship clerks’ local) began to organize picketing on the Bay Area waters.<sup>13</sup>

Within several days in San Francisco, the “Posters, Arts, and Activities Committee,” another sub-committee of the Publicity and Information Committee, made 1,000 “arm

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<sup>10</sup> The Welfare Committee provided medical care from the union treasury for two months (July and August), but the union won the Coast Arbitrator’s award in late August, which ruled that the employers were responsible for medical benefits. The arbitrator applied the award retroactively to the 1<sup>st</sup> of July. *The Dispatcher*, July 17, p. 2; *Local 10 Strike Bulletin*, No. 29, August 25, 1971.

<sup>11</sup> *Local 10 Strike Bulletin*, No. 1, July 2, 1971.

<sup>12</sup> *The Dispatcher*, July 16, p. 8, 1971, July 30, 1971, p. 1, and August 13, 1971, p. 5.

<sup>13</sup> *The Dispatcher*, August 13, 1971, p. 8.

bands” for the strikers. During the second month, the committee prepared “a photographic show” to publicize the strike. The end result that displayed and used objects, such as dummies, arm bands, and photographs, proved important in raising a sense of unity and militancy among strikers and mobilizing community support. In addition, the very process itself of creating these objects as a group must also be recognized as significant because it involved workers in learning and experimenting how to work together not for productivity but for working class solidarity.

Moreover, the strike became a time for the workers to cultivate their hidden talents beyond what their employers required them to perform on their jobs. Their creativity and abilities were revealed through diverse picketing activities including marching, singing, displaying visual objects, preparing and sharing food, and carrying out various committee activities. For example, Larry Wing, who had been writing for the Local 10 *Longshore Bulletin* as a member of the Publicity Committee, began to draw cartoons in the Local 10 *Strike Bulletin*, depicting the relations between the PMA and the ILWU. As the strike developed, his cartoons amused and inspired the workers through humor and satire by exposing the hypocrisy and selfishness of the employers.<sup>14</sup> Some Local 10 longshoremen who were known as “skilled fishermen” utilized their skills on the pier by catching fish, cleaning, preparing them, and serving them to the strikers. The Local 10 *Strike Bulletin* expressed, “It does help the morale.”<sup>15</sup> At Longview (Washington) Local 21, a “barber” longshoreman offered free haircuts to all longshoremen and their family members.

Developing new skills during the strike was also shown in North Bend (Oregon) Local 12

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<sup>14</sup> See, for example: Local 10 *Strike Bulletin*, No. 6, July 12; No. 12, July 20; No. 17, July 28; No. 21, August 6; No. 22, August 9; No. 27, August 20; No. 32, September 1; No. 40, September 22; No. 41, September 24; No. 44, October 1, 1971.

<sup>15</sup> Local 10 *Strike Bulletin*, No. 14, July 22, 1971.

where its “hardship committee” offered classes to teach people “how to pick ferns, huckleberry, cedar boughs, etc.,” in order for some members to use these skills to make a few dollars and help feed their families.<sup>16</sup>

By means of the strike, workers not only publicized unjust working conditions and expressed their grievances, but also created spaces and times for a deeper and broader sense of unity among working people. Local 10 organized social gatherings to boost the spirit of the strikers, their families, and their supporters. At “family cook-outs,” strikers, their wives and children, and friends jointly cooked and enjoyed the time together. But most importantly, old and new wounds among the longshoremen caused by the M & M Agreements needed to be healed. The Local 10 *Strike Bulletin* stated:

Obviously we are getting to know each other better. This strike is going to establish a bond between us, our families, and friends that never existed before. When this strike is over, there won’t be any “old timers”, “new men” – there will be only local #10 longshoremen. As for the “B” men who are showing that they too know how to fight, we have to see to it that they become fully registered “A” men as quickly as possible.<sup>17</sup>

The report in the *Bulletin* significantly revealed that the longshoremen had been polarized by age and status. Due to the recruitment of younger men during the 1960s, about 50 percent of coastwise longshoremen in 1971 were under 44 years old, in comparison to 1958 when only 35 percent of them had been in that category.<sup>18</sup> But the division between “old timers” and “new men” had not been caused literally by their age differences. Rather, it arose from their different attitudes toward the M & M Agreements that had caused harder working conditions for the younger men. Regarding status, in 1971, coastwise 10,133 men were registered as

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<sup>16</sup> *The Dispatcher*, July 30, 1971, p. 5.

<sup>17</sup> Local 10 *Strike Bulletin*, No. 14, July 22, 1971.

<sup>18</sup> Lincoln Fairley, *Facing Mechanization: The West Coast Longshore Plan* (Los Angeles: U of California, 1979), Appendix, p. 397, Table 2.



A-men and 2,144 as B-men.<sup>19</sup> Local 10, which was still the largest local, had about 2,800 A-men and over 500 B-men.<sup>20</sup> The *Bulletin* reminded the longshoremen to build a sense of unity across this status division through reciprocal actions between A-men and B-men, and the strike created a chance for them to do so.

Just as the *Bulletin* discussed, the longshoremen understood a need to develop a new approach to organizing workers because the local had to motivate a large number of B-men to join the strike and to participate in picketing -- a situation that had not existed during previous strikes. B-men had been working under difficult conditions that had worsened since 1970 when the volume of the cargo had decreased. The local had lost the battle to eliminate the 70 percent availability requirement for B-men and thus getting their trust could not be taken for granted.<sup>21</sup> In May when the local had anticipated the strike, the *Bulletin* acknowledged the hardship that B-men had gone through, but it urged B-men to “stick closer than ever” to the hiring hall:

[W]e are fighting like hell to get you a good hourly guarantee and to keep the Ship Owners from dumping you, and most of all if we should go on strike don't quit because if you quit you cannot come back. A strike really would not mean too much to you, because you have been on strike ever since you have been here.<sup>22</sup>

Because a disproportionately larger number of A-men had worked as Class B longshoremen, unlike the first group of B-men who had been hired in 1959, the B-men during this time might have garnered more empathy from many A-men regarding their working conditions as second-class longshoremen. During the strike, the local offered the B-men equal treatment, although it also expected them to perform the same kind of strike

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<sup>19</sup> Fairley, Appendix, p. 395, Table 1.

<sup>20</sup> Local 10 Longshore Bulletin, January, 1971 and April, 18, 1972.

<sup>21</sup> Regarding Local 10's attempt to lift the availability requirement for B-men, see Chapter 7, above.

<sup>22</sup> Local 10 *Longshore Bulletin*, May 14, 1971.

duties. For example, a B-man had not been allowed to work steadily with a gang, but during the strike, every B-man was assigned to a gang and was dispatched from the same list as A-men in working on the cargoes allowed by the Clearance Committee to be loaded and unloaded. In other words, B-men got the same opportunity to choose their work as A-men on a rotation basis, although there might not have been much available work and thus few options to choose from. Regarding picket duty, B-men were also asked to assume an equal measure of responsibility.

The existence of steady men, although smaller in numbers than B-men, was another challenge for the local during the strike. Right before the strike, there had been about a couple of hundred steady men, working as gearmen, coopers, crane operators, and other skilled positions.<sup>23</sup> In its negotiations with the employers, the local still maintained that skilled men should come back to the hall and that longshoremen should be promoted to skilled positions based on a seniority rule set by the Promotion Committee. Based on this logic, the local at the outset of the strike called all the existing steady men to come back to the hiring hall in order that all men would be dispatched from the hall based on their seniority.<sup>24</sup>

The expansion of containerization also created a new problem for striking longshoremen because the employers could divert their container cargoes to Mexican or Canadian ports by trucking them relatively easily to and from the United States. The ILWU members, with the help of Teamster rank-and-file workers, organized actions seeking solidarity from Mexican and Canadian port workers. The Canadian workers voted to

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<sup>23</sup> Gearmen were those who repaired stevedore equipment and coopers were those who repaired cargo containers. *Stewards Bulletin* Local 10, March 22, 1971.

<sup>24</sup> Local 10 *Strike Bulletin*, No. 1, July 2, 1971; Local 10 *Strike Bulletin* No. 11, July 19, 1971.

boycott handling any cargo diverted from the U.S. West Coast ports and the longshoremen and the Teamsters halted the movement of trucks pulling containers in and out of Mexico, although they could not do so for the entire duration of the strike.<sup>25</sup>

Having a large number of retirees or “pensioners” added another new aspect to the strike because in previous strikes neither retirees nor a pension system had existed. Retirees were still members of the union and were given voting rights over contracts.<sup>26</sup> This aspect had created a tension between “old timers” and “new men” during the second M & M Agreement ratification.<sup>27</sup> Nevertheless, pensioners played a part in the strike not as a liability, but as strength. Since 1968 when retirees had formed “the Pacific Coast Pensioners Association” by bringing together numerous pensioners’ clubs, which functioned as social and fraternal societies, they had been involved in activities that promoted social and political causes, such as gathering money for labor strikes and fighting for ending the Vietnam War.<sup>28</sup> The Association had held its own annual convention, and within a year, the membership grew to 4,000. In the beginning of the strike, the union had asked them to help man the picket lines. Although how many of them were physically able to join the picket line is unknown, they nevertheless made an enormous contribution to the strike fund by donating

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<sup>25</sup> The ILWU Story: Six Decades of Militant Unionism (San Francisco, ILWU, 2004), p 19.

<sup>26</sup> In 1963, Local 10 adopted a rule by which retirees were also eligible to run for unpaid committeemen positions and kept their voting rights on all union matters. Constitution and By-laws of ILWU Local 10, Adopted October 1, 1963, pp. 11-12, Local 10 Constitution-1999 Files, ILWU Library, San Francisco, California.

<sup>27</sup> Reg Theriault insinuated a tension caused by the retirees’ votes in an M & M Agreement. He stated that the retirees were disenfranchised in the next contract ratification, although he did not specify which year. It can be assume that it was the voting in 1971 that led to the strike. See Theriault, How to Tell When You’re Tired (New York: W.W. Norton & Company, Inc.), p. 46.

<sup>28</sup> *The Dispatcher*, January 14, 1970, p. 6.

from their own pockets and participating in fund raising activities along with the Women's Auxiliary.<sup>29</sup>

The first woman longshore worker had been hired in 1965, but the number of female workers was extremely small at the time of the 1971 strike.<sup>30</sup> Local 10 *Bulletin* never mentioned women workers. Having women longshore workers was a new phenomenon, but having the Women's Auxiliary was not. The auxiliary, which consisted of the wives, mothers, daughters, sisters, and widows of longshoremen and pensioners, had existed for a long time and had organized various actions for political, educational, and social welfare reforms in the larger community. During the strike, the auxiliary performed all kinds of labor, which was crucial to sustaining the strike, and worked with the Welfare Committee to help out longshore families in need. They operated the soup kitchen and were in charge of distributing food supplies. They also sold strike buttons at various markets and stores in order to raise money for the strike fund.<sup>31</sup> Covering news about coastwise picketing activities, *The Dispatcher* reported how Local 10 began to understand the importance of "women power." It stated:

It's taken a long time for most longshore and clerk locals to pay much attention [to the auxiliary], but now it's becoming clear that women's auxiliaries up and down the coast are really being cheered for doing their thing.<sup>32</sup>

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<sup>29</sup> Local 10 *Strike Bulletin*, No. 10, July 16, 1971.

<sup>30</sup> The first female longshore worker was hired to Vancouver, British Columbia, local in 1965, but more women began to work on the waterfront in the 1970s. In 1988 only 4.3 percent of coastwise longshore workers were women, which constituted less than 400 women. *The ILWU Story: Six Decades of Militant Unionism*, p. 67; and Elizabeth Thornton, "Notes on the Composition of the ILWU Membership According to Race, Gender, Ethnicity 1934-1998," 1999, in "Diversity: Race, Gender, Ethnicity," published by ILWU LEAD Institute, 2002, ILWU library.

<sup>31</sup> Local 10 *Strike Bulletin*, No. 22, August 9, 1971.

<sup>32</sup> *The Dispatcher*, September 10, 1971, p. 8.

The power of the auxiliaries was demonstrated in one episode when they successfully countered a women's rally mobilized against the strike in Portland, Oregon. The incident happened when the strike had entered its third month and the PMA and its business allies had mobilized a propaganda narrative about the strike hurting agricultural businesses. Those who mobilized the rally against the strike called their action "Operation SWEEP," which stood for "Simply Women for Ending the Emergency in the Ports." The group transported women from the farm belt to the waterfront. They brought "brooms" with them, by which they attempted to show a symbolic motion to "sweep the nine weeks' strike." But they were unable to assemble more than about sixty women. To counter them, the ILWU women's auxiliaries organized hundreds of women and their children in support of the strike. Some held such signs as "WHY PICKET HERE? P.M.A. IS DOWNTOWN" and "Ask Pacific Maritime Assoc. Why the Delay?" With such signs, they pointed at the PMA as the party of being responsible for the prolonged strike. A girl held a sign read, "MY DAD Supports ME; I'LL Support MY DAD."<sup>33</sup> After the initial tension, auxiliary members invited the women on the other side to have a conversation with them about the reasons for the strike. At the end of the day, some of the women mobilized by the "SWEEP" told auxiliary members that they would not have joined the rally if they had been more informed about what had been happening to the longshoremen.

A flood of solidarity messages and actions from local and global community supporters also made it possible for the longshoremen to strengthen the strike and maintain it for a long period. ILWU sister locals, various other unions, community groups, individuals, stores, and waterfront restaurants donated money and labor and provided other

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<sup>33</sup> *The Dispatcher*, September 10, 1971, p. 5.

support in kind.<sup>34</sup> For example, about 150 members of the United Farm Workers Organizing Committee brought four truck loads of mixed vegetables, grapes, and strawberries to the San Francisco strike headquarters. The ILWU had supported numerous strikes of other workers in the past, including the farm workers' grape boycott movement in the late 1960s. The farm workers and others now had a chance to return the favor. The "Mexicali Rose" restaurant located near the Oakland port gave a 15 percent discount on meals to all strikers and their families.<sup>35</sup> Workers, especially in transportation industries, in numerous foreign countries, including Japan, India, Egypt, New Zealand, Russian, France, Bulgaria, also sent solidarity messages.<sup>36</sup>

## 2. Negotiations on Steady Men

Although the longshoremen's spirits were high, the larger political and economic environments were much harsher to a labor strike than usual. By the late 1960s, the U.S. economy faced a new challenge. Globally, the German and Japanese economies had recovered from the devastation of the Second World War and their manufacturing goods became competitive with those manufactured by their U.S. counterparts, causing the devaluation of the dollar. The U.S. economic structure, which was based on long-term and large-scale capital investments in mass production, was especially questioned for its precluding flexibility in manufacturing, consumption, and labor markets. By the late 1960s

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<sup>34</sup> ILWU sister locals raised their dues to support the strike. For example, Hawaiian Local 142 sent \$60,000 to the strike and San Francisco Walking Bosses Local 91, which had only 140 members, donated \$10,150 to the strike. For the details, see *The Dispatcher*, August 13, 1971, p. 1, August 27, 1971, p. 7. There was a very long list of other unions who sent checks for the strike.

<sup>35</sup> Local 10 *Strike Bulletin* enumerated the names of donors regularly. For the stories about farm workers and Mexicali Rose restaurant, see Local 10 *Strike Bulletin*, No. 22, August 9, 1971.

<sup>36</sup> Local 10 *Strike Bulletin*, No.19, August 2, 1971.

U.S. corporate productivity and profitability had declined -- a phenomenon that encouraged multinational corporations to move their operations to the global south where cheaper labor and weaker government regulations existed, resulting in a high rate of unemployment within the United States. The U.S. government lost much control over the international financial system, while it increased its spending on military weapons and the Vietnam War, and faced fiscal problems.<sup>37</sup>

Although the economic crisis was mainly caused by the U.S economic system, the Nixon administration blamed workers and their fights for a better wage as its main cause. In 1970, Nixon had invoked the Economic Stabilization Act and in August 1971, during the middle of the longshoremen's strike, he announced a "freeze" on all prices and wages for ninety days and announced that any wage increase afterward would require the approval of a "Pay Board." During this period, the Nixon Administration had notably failed to help Congress pass a bill entitled "the Emergency and Public Interest Protection Act" that would have given the President, in his words, "vital new authority" to intervene in "national emergency disputes" in the longshore, maritime, trucking, airline, and railroad industries. If enacted, the bill could have authorized the extension of the "cooling-off" period, which had been initially institutionalized by the Taft-Hartley Act, from eighty days to six months. In addition, the president asked to be given the power to appoint a "neutral panel" to select "the most reasonable offer" from either the employer or the union -- a so-called "final offer

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<sup>37</sup> David Harvey, The Condition of Postmodernity (Cambridge: Blackwell, 1990), pp. 141-145; and Robert Brenner, "The Political Economy of the Rank-and-File Rebellion" and Judith Stein, "Conflict, Change, and Economic Policy in the Long 1970s," in Rebel Rank and File, ed. Brenner, Brenner, and Winslow.

selection alternative” that would quickly terminate a labor dispute that otherwise would imperil the nation’s “health and safety.”<sup>38</sup>

The ILWU resisted the logic of the Economic Stabilization Act by presenting other factors than wages, such as the country’s spending on the Vietnam War and its regressive tax system, as the real causes of the nation’s economic problems.<sup>39</sup> The union also challenged the Emergency and Public Interest Protection Act by claiming that, if enacted, it would cripple the bargaining power of labor unions because strikes should be ended by a rank and file vote, not by an appointed panel. It also questioned the meaning of “national emergency” and whether workers’ strikes in longshore or trucking industries actually endangered the nation’s health and safety. The arguments made in *The Dispatcher* tried to minimize the impact of their strikes by quoting a 1970 study by the Labor Department that showed that the impact of prolonged strikes had been minimal.<sup>40</sup>

Meanwhile, Local 10 struggled to negotiate with the local employers regarding the steady men and manning issues. The union demanded joint control over manning scales – the size of the basic gang and the necessary number of men from each job category in each operation -- and return of skilled men to the hiring hall. In order to do so, it contested the employers’ meaning of “progress.” The Local 10 *Strike Bulletin* claimed:

The biggest issue really comes down to what we working people are going to accept as ‘progress.’ We, like many other workers, are faced with a technological revolution of new ‘labor saving’ devices and methods of operation. This is what our

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<sup>38</sup> *The Dispatcher*, February 19, 1971, pp. 1-2; Richard Nixon, “Special Message to the Congress on the National Emergency Labor Disputes in Transportation, February 3, 1971” in Public Papers of the Presidents of the United States: Richard Nixon, Containing the Public Messages, Speeches, Statements of the President, 1971 (Washington, D.C.: Office of the Federal Register, National Archives and Records Service, General Services Administration, and United States Government Printing Office, 1972), pp. 108-109.

<sup>39</sup> *The Dispatcher*, December 18, 1970, p. 5.

<sup>40</sup> *The Dispatcher*, February 19, 1971, pp 2-3.



employer means by ‘progress’ ... but if this ‘progress’ is left unchecked, it will simply mean that our employer will line up at the bank with ever bigger profits, while we line up at the unemployment and welfare office.<sup>41</sup>

The *Bulletin* also pointed out how this kind of “progress” that the employers had attempted to bring about on the waterfront historically had had a decidedly negative impact on minority communities and that the local had to assume the “responsibility” to challenge such employer defined progress because a majority of Local 10’s membership consisted of ethnic minorities.

In matter of fact, the percentage of black longshoremen had grown larger due to the local’s recruitment of new longshoremen in the 1960s. By 1970, blacks comprised more than half of the local membership.<sup>42</sup> The waterfront, however, was under transition in the name of progress and this large pool of the second generation of black longshoremen experienced much harsher working conditions and enjoyed less job security. This kind of phenomenon was not unique to the waterfront. As the *Bulletin* correctly pointed out, black people in the United States historically suffered from massive unemployment when a “technological development,” “progress,” or a “modernization” project had been implemented. It happened in the southern cotton growing states during the 1940s when harvesting equipment and mechanization were introduced and displaced many black farmers who were poor tenants and sharecroppers.<sup>43</sup> In the 1950s and 1960s, black workers who had

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<sup>41</sup> Local 10 *Strike Bulletin*, No.14, July 22, 1971. *The Dispatcher* covered the content in a Local 10’s leaflet that contained the same argument made for the public. About 50,000 copies of the leaflet were printed and distributed in the Bay Area. *The Dispatcher*, July 30, p. 4.

<sup>42</sup> Bill Chester, in *Solidarity Stories*, ed. by Harvey Schwartz, p. 39; and Chapter 7, above.

<sup>43</sup> Pete Daniel, *Breaking the Land: The Transformation of Cotton, Tobacco, and Rice Culture since 1880* (Urbana, University of Illinois Press, 1985).

semi-skilled industrial jobs faced another obstacle when employers began to eliminate their jobs in the name of automation.<sup>44</sup>

Despite local 10 members' determination, negotiations with San Francisco waterfront employers proved difficult. Although the Coast Negotiating Committee had given each local the right to negotiate with employers on eight items, including steady men, jurisdiction, and manning issues, the PMA members in San Francisco had refused to discuss these issues since the beginning of the negotiations.<sup>45</sup> The employers insisted that these items should be discussed exclusively at the coast level -- an inflexible attitude that had been a source for break-offs and delays in negotiations before the strike. When the strike entered into its second month, the local membership, which reaffirmed its positions that the new contract should do away with Section 9.43 and that the container work should be done on the dock by longshoremen, sought to garner support from other locals, as well as the International, for their claim that these issues should be discussed in local negotiations. Local 10 sent delegates to other locals and asked the International to put pressure on the employers at the coastwise level.<sup>46</sup>

The reason why both parties had been adamant about their positions on who had the authority over negotiating steady men provisions seemed to rest upon the fact that Local 10 had held a stronger position on the elimination of steady men than other locals. It was easier, therefore, for the employers to negotiate the matter with the Coast Negotiating Committee, which consisted of International officers and members from different locals. By the same

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<sup>44</sup> Clarence Lang, *Grassroots at the Gateway: Class Politics & Black Freedom Struggle in St. Louis, 1936-75* (Ann Arbor: The University of Michigan Press, 2009), pp. 131-133; and Chapter 5, above.

<sup>45</sup> The negotiations had begun in November, 1970. Within a month, the PMA objected the idea that the steady men and manning scales would be referred to local negotiations. *The Dispatcher*, December 18, 1970.

<sup>46</sup> Local 10 *Strike Bulletin*, No.22, August 9, 1971; Local 10 *Strike Bulletin*, No.23, August 11, 1971.

token, Local 10 must have thought that it would be difficult to pursue its demand at the coast level. The steady men issue had been the problem mostly for large locals, especially Los Angeles and San Francisco.

In matter of fact, a leaflet made and distributed by Portland women's auxiliary presented a different priority of demands than Local 10's *Bulletin*. The leaflet, which was printed in order to explain that longshoremen were on strike because their job security and livelihoods were at stake, emphasized the monetary aspect of the hardship of the lives of longshoremen by stating that while the employers in the shipping industry had received subsidies from federal government to build new ships and had made profits from containerization, workers had received neither government subsidies nor better wages. It maintained:

[T]he ILWU does NOT oppose progress. But our men do insist on a FAIR SHARE of the benefits.<sup>47</sup>

The leaflet stressed the job protection and wage guarantees for longshoremen, but support for B-men and their equal protection, as well as a discussion about problems stemming from allowing the employers to have their own steady men, were entirely missing. It is unclear how much the women's auxiliary leaflet reflected the Portland longshoremen's opinions. Nevertheless, Local 10 might have envisioned a possibility of eliminating the steady men position, only if each local had full power to negotiate the matter. By doing so, the local could do away with it at its own ports, even though other locals decided not to.

At the coast level, the employers maintained their initial positions on contract demands. They were willing to offer a wage guarantee plan only if they controlled the

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<sup>47</sup> Local 10 *Strike Bulletin*, No.40, September 22, 1971.

manning scale and continued to enjoy their right to hire steady men. While reporting this situation, the Local 10 *Strike Bulletin* again emphasized why giving into these demands in exchange for wages was a dangerous option for the workers:

We may get the guarantee and other “goodies” but when they are through, the number of men in the industry will be cut to less than half and the guts will be torn out of our union. The way they want it, they’ll be in full control of manning, size of gangs, and jurisdiction at the end of the next contract. They will also be in a position to take away the [wage] guarantee simply because we may not then have the strength to fight them. The employers’ plan is to build a “loyal group” of steady men that will spell the end of our dispatch hall and equalization of work.<sup>48</sup>

In response to the unyielding position of the Local 10 longshoremen, San Francisco PMA members threatened that they would demand the elimination of the hiring hall itself and the transformation of all men into steady men.<sup>49</sup>

In terms of jurisdiction, the union’s coastwise negotiating committee demanded an extension of the Container Freight Station (CFS) supplement signed in 1969 with a modification.<sup>50</sup> According to the agreement, the ILWU had jurisdiction over container handling on the dock or near the dock and, in turn, ILWU “utility steady men” handling containers had accepted lower wages and benefits than those of longshoremen under the coastwise contract. The union demanded to add a “zone concept” or a 50-mile radius plan by which the union would have jurisdiction over stuffing and unstuffing containers that originated within 50 miles from the port. The union demanded to impose a “container tax” on those originating within the radius but not handled by longshoremen. The union also wanted to eliminate the current wage differences between container and non-container cargo

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<sup>48</sup> Local 10 *Strike Bulletin*, No.24, August 13, 1971.

<sup>49</sup> Local 10 *Strike Bulletin*, No.28, August 23, 1971.

<sup>50</sup> For the details about the CFS supplement, see Chapter 7, above.

workers. The PMA refused the ILWU's demand by announcing its intention to acknowledge the jurisdiction of the International Brotherhood of Teamsters (IBT). Taking the PMA position into consideration, Bridges suggested to his members that the union might have to strengthen its position by seriously thinking about affiliating with either the IBT or ILA in order to solve the jurisdictional impasse. The Strike Strategy Committee, however, recommended otherwise, deciding that the union should keep its alliance relationship with both unions, rather than affiliating with them.<sup>51</sup>

When the strike progressed into its third month, repression from the federal government grew stronger. Warning that the strike must end soon, the Nixon administration sent a mediator, J. Curtis Counts, the Director of the Federal Mediation and Conciliation Service. After sitting in on the negotiations for about two weeks, Counts alerted the parties that they should soon expect a Taft-Hartley "cooling-off" injunction, unless they quickly settled their negotiations.<sup>52</sup>

In early October, the coastwise negotiations produced a tentative settlement on pensions. In terms of the manning scale, disagreement still existed about the size of the basic gang: the union demanding no reduction and the PMA demanding the elimination of gang bosses. In terms of jurisdiction, most employers had agreed to acknowledge container "zones" or the 50-mile radius plan, but problems remained to be worked out with some employers who had a contract agreement with other unions than the ILWU. The employers had offered a wage guarantee plan that included benefits to B-men, although providing B-men only half of what A-men would get, but they avoided taking liability for any wage

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<sup>51</sup> *The Dispatcher*, July 30, 1971, pp. 2-3.

<sup>52</sup> *The Dispatcher*, October, 8, 1971, p. 1.

guarantees in case of an economic decline. The wage guarantee policy would also require every man to be available “at least 80 percent of the average hours of the men in the local” to be eligible to get the guaranteed wage. Regarding steady men, the committee reported:

This is a major issue with PMA, and their settlement proposals on wages, guarantee, pensions, welfare and containers are contingent upon acceptance by the union of PMA’s position on steady men. The union’s position is that the coast agreement has provisions for the employment of steady men, and implementation of those provisions must be worked out locally.<sup>53</sup>

In other words, locals did not have authority to negotiate the employment of steady men, but they were allowed to discuss only the details of work opportunities between steady men and others who were dispatched from the hiring hall.

Meanwhile, disagreements within the union itself over the priorities of demands and strike strategies became noticeable. Some of the rank-and-file workers believed that the union officers cleared too many cargoes and thus the strike did not shut down enough operations to be effective. Local 10 members also went through a serious intramural discussion over the direction of how to deal with the steady men issue. Facing the employers’ rejection of any negotiating over steady men and the coast negotiating committee’s cooperation with the employers on this issue, the local negotiating committee agreed at one point to allow the employers to have the right to hire steady men. Then, they moved the focus of the negotiations to details about steady men provisions and how to equalize work hours between steady men and longshoremen dispatched from the hiring hall. This decision generated a polarization within the opinions of Local 10’s membership. One side believed that they should continue fighting to get rid of Section 9.43, whereas the other

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<sup>53</sup> For the details about the union’s progress report on the coastwise negotiations done by the early October, see *The Dispatcher*, October 22, 1971, p. 3.

side wanted to go along with the negotiating committee's plan, because leaving the section in the next contract seemed to be already a done deal. In addition, the latter side tried to persuade the former by pointing out the difficulty of garnering sustained support for the former's idea from other locals. Nevertheless, a majority of the membership must have supported the idea of doing away with steady men. At the end of the debate, the local adopted a motion that read, "There shall be no steady gearmen or any other steady men in the miscellaneous contract or Port Working Rules in the Port of San Francisco."<sup>54</sup>

On the first day of October when the strike entered its fourth month, 45,000 East Coast and Gulf Coast longshoremen also walked out, shutting down the waterfronts of the entire nation. The Nixon administration announced a national emergency and obtained an injunction against the West Coast longshore strike under the authority of the Taft-Hartley Act, which ordered eighty days of a so-called "cooling-off" period. The ILWU protested that there was no "national health and safety" concern caused by its strike -- a criterion for a Taft-Hartley injunction-- because the strike allowed military and many other cargoes to be handled. Nevertheless, the union decided to obey the injunction. On October 9<sup>th</sup>, longshoremen discontinued the strike that had lasted 100 days since July 1<sup>st</sup>. The injunction required that workers resume work under the previous contract, while the employers continue negotiations with the union in "good faith." If negotiations failed to reach an agreement by the 60<sup>th</sup> day, workers would vote on the employers' offer that was on the table

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<sup>54</sup> Local 10 *Strike Bulletin*, Nos. 38 and 42, September 17 and 27, 1971.

by that day. If workers rejected the offer, then they would have the right to resume their strike on the 81<sup>st</sup> day.<sup>55</sup>

The Nixon administration's action was not the first time that West Coast longshoremen received a Taft-Hartley injunction against their strike. Their 1948 strike had to be postponed because the same kind of cooling-off injunction had been issued several hours before the strike had been set to begin. Back then, when the cooling-off period had almost expired and the National Labor Relations Board had set up a polling process to ask union members to vote on the employers' final offer, the union had recommended that the membership boycott the voting on the offer that contained virtually nothing to which the union had agreed. The result of the two-day balloting demonstrated the unity of the membership: not a single ballot had been cast coastwise.<sup>56</sup> When the cooling-off period had passed, the longshoremen had launched a strike that shut down the coast for ninety five days. In retelling this event, *The Dispatcher* in 1971 pointed out that using a cooling-off period had not worked at all in the past and neither would it work this time around.<sup>57</sup>

What happened in October 1971 in San Francisco and Los Angeles after the longshore workers went back to work demonstrated that *The Dispatcher* was correct. In spite of the cooling-off period, the battle continued between the employers and the longshoremen predictably over the steady men issue. In Los Angeles, Local 13 had been advocating the idea that all men should get dispatched from the hiring hall. When a

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<sup>55</sup> *The Dispatcher*, October 8, 1971, pp. 1-2; and Local 10 *Strike Bulletin*, Nos. 46 and 47, October 6 and 8, 1971.

<sup>56</sup> The ILWU conducted its own referendum, the result of which showed that 97 percent of the ballots cast voted against the employers' offer. Charles P. Larowe, Shape-up and Hiring Hall: A Comparison of Hiring Methods and Labor Relations on the New York and Seattle Waterfronts (Berkeley: University of California Press, 1955), p. 124.

<sup>57</sup> *The Dispatcher*, October 22, 1971, p. 5.



stevedore company asked eleven longshoremen who before the strike had worked as steady men to work for the company again as steady men, they refused unless they were dispatched from the hall. The employers responded with a lock-out -- an action that ought to have been considered a violation of the "cooling-off" injunction. In San Francisco, Sea Land, one of the nation's first and largest container companies, demanded to have "Their Men" by placing an order by name and number of those they wanted to hire as steady men. When these men insisted that they would work only if they were to go through the hiring hall, Sea Land also declared a lock-out.<sup>58</sup>

During the cooling-off period, the workers organized a concerted effort to slow down operations, although the union could or did not officially tell them to do so. In response, California Stevedore & Ballast in San Francisco fired gangs for "lack of production." Local 10 protested the company's action by arguing that there was nothing in the existing contract that designated "how much" the gang had to produce and thus firing of the gangs for this reason was a clear violation of the contract. Local 10 *Longshore Bulletin* claimed that the Nixon administration should "crack down" on the employers for violating the Taft-Hartley injunction, but the PMA never received any penalties for its lockouts. Nevertheless, the cases went to court, and the PMA and the two locals (Local 10 and Local 13) were declared in contempt for violating the injunction. The judge ruled that the union must not "coerce" any individual member not to take a steady man position and also ordered the PMA to "cease and desist" from firing gangs or locking out the port during the cooling-off period.<sup>59</sup>

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<sup>58</sup> Local 10 *Strike Bulletin*, No. 48, October 13, 1971. The workers had gone back to work, but the local's Local 10 *Strike Bulletin* was not converted back to *Longshore Bulletin* until November.

<sup>59</sup> Local 10 *Longshore Bulletin*, November 5, 1971. In contrast to San Francisco and Los Angeles, Portland longshoremen and the employers reached an agreement on jurisdiction by early October. *The Dispatcher*, October 8, 1971, p. 2.

After sixty days passed since the cooling-off period began, the two parties failed to reach an agreement. In mid-December, the longshoremen were asked to vote on the employers' "final" offer, which contained almost the same content as the one that the employers had presented right before the issuance of the injunction. Local 10 officers advised the membership to vote "100 percent no" to the proposal. The Coast Negotiating Committee also recommended the same.<sup>60</sup> Unconventionally, all B-men were allowed to take part in the voting. This aspect suggested that the B-men's participation in the strike was appreciated and necessary to win the battle. The result showed that an overwhelming 93 percent of the longshoremen voted against the employers' proposal.<sup>61</sup>

By rejecting the employers' final offer, a discussion arose among longshoremen regarding the direction of their future actions, such as what items they should negotiate further and whether they should resume the strike. Bridges in his regular column in *The Dispatcher* warned the employers that they must pay more wages if they wanted longshoremen to accept any future offer.<sup>62</sup> Many Local 10 members, however, had a different priority. They predicted that the employers would respond to the longshoremen's rejection of their recent offer by adding some more incentives as long as they could directly hire steady men and control the manning scales. The Local 10 *Longshore Bulletin* stated:

There will be some additional "goodies" – like maybe even a few paid holidays and paid drugs. They will give us most anything as long as we give them all the steady

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<sup>60</sup> Local 10 *Longshore Bulletin*, November 18 and 24, 1971; *The Dispatcher*, December 7, 1971, p. 1.

<sup>61</sup> The voting was conducted on December 14-15. Over 1,000 more ballots were cast in this voting than those cast in the strike vote in June, probably because B-men were included. 10,072 men voted "No," and 746 men voted "Yes." *The Dispatcher*, December 22, 1971, p. 1.

<sup>62</sup> *The Dispatcher*, December 7, 1971, p. 2 and December 22, 1971, p. 2. In late November, the Nixon administration had gotten an injunction against the ILA strike and East Coast longshoremen had returned to work. *The Dispatcher*, December 7, p. 3.

men they want, control over manning, a bum pension and a farce for a wage guarantee – not to speak of standoff on the containers.

Local 10 members thus disagreed with Bridges's claim that longshoremen would accept an offer that merely had better wage plans. The *Bulletin* pointed out that money items were important, but other issues, such as containers, manning, and work guarantee, were "real gut issues" that took top priority. Moreover, unless the steady men issue or Section 9.43 was settled to the satisfaction of the membership, the local would "veto" any future offer.<sup>63</sup> At a stop-work meeting in late December, the membership voted for resuming the strike.<sup>64</sup>

### 3. The Resumption of the Strike and Its Result

On January 17, 1972, the West Coast longshoremen resumed their strike and locals restructured themselves back to the time of the initial strike and re-established their picket duties.<sup>65</sup> The *Strike Bulletin* and 50,000 copies of another leaflet distributed at various plant gates and shopping centers explained why they resumed the strike.<sup>66</sup> Nevertheless, about two weeks after the strike resumed, the coast negotiating committee announced that a tentative contract agreement had been reached.

It is unclear why the committee decided to make a quick settlement. It might have been because of the government's pressure: The U.S. Congress attempted to enact a law by which labor strikes would be subject to "compulsory arbitration." But many ILWU officers might have been satisfied with the settlement because the employers yielded to most of the

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<sup>63</sup> Local 10 *Longshore Bulletin*, December 16, 1971.

<sup>64</sup> Local 10 *Longshore Bulletin*, December 31, 1971.

<sup>65</sup> The resumption of the strike was delayed because Bridges had made an ill-fated attempt to affiliate the ILWU with the ILA by meeting with ILA officers in early January. See *The Dispatcher*, January 14, 1972, pp. 1-2

<sup>66</sup> Local 10 *Strike Bulletin*, Nos. 1- 4, January 17- January 28, 1972.

union's demands on the wage issue and promised a 36-hour wage guarantee plan.<sup>67</sup> In the end, for union top officers, the strike was a tool to put pressure on the employers to bargain with them regarding more monetary benefits.<sup>68</sup> Moreover, the PMA agreed to extend the Container Freight Station supplement and acknowledged ILWU jurisdiction within 50-miles radius from each port. For the union officers, this seemed to be a good contract for the union.

However, the two parties failed to reach an agreement on many of the “non-economic” issues and decided to further negotiate them by February 11<sup>th</sup>. On February 10<sup>th</sup> they extended the date to May 8, after which all remaining issues would be submitted to the Coast Arbitrator for resolution. Manning scale was one of these items unsolved except for eliminating the T-letter procedure. Regarding the steady men issue, the new contract would still include Section 9.43, which allowed the employers to hire steady men. The only restriction on their job descriptions was a prohibition on driving a winch or fork lift under 5-ton capacity, unless they were ordered to so in order to complete their 8-hour shift. The contract deferred to local negotiations for the method of equalization of hours between steady men and other skilled workers dispatched from the hiring hall. If no agreement was

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<sup>67</sup> The employers agreed to increase the basic wages by 75 cents per hour and applying the policy retroactively from December of 1971. Regarding a wage guarantee plan, a compromise was made whereby the union accepted the unpopular “80 percent availability” rule for a longshoreman to be eligible for a wage guarantee. In turn, the employers reduced the length of the period from fifty two to twenty six weeks for the availability of workers’ hours to be calculated and averaged. *The Dispatcher*, February 11, 1972, pp. 1, 4, 5, and 8.

<sup>68</sup> Kim Moody claims that strikes also could be part of union top officers’ “conflict-avoidance strategy.” It seems ironic, but he argues that union officers often used a strike to pull the membership together to ratify an unfavorable contract. He exemplifies the 1970-1971 GM strike in which UAW officials sanctioned it “not to squeeze greater economic concessions from GM but to exhaust the membership so as to win their acquiescence to the contract” [Kim Moody, “Understanding the Rank-and-File Rebellion in the Long 1970s” in *Rebel Rank and File*, p. 134-135].

reached at the local level within five days after caucus meeting, then it would be settled by the coast arbitrator.

The discussion at the coastwise caucus meeting, which began on February 12<sup>th</sup>, showed that delegates, as well as Coast Negotiating Committee members, were divided deeply, albeit not evenly, on whether the settlement was acceptable. Bridges and a majority of Coast Negotiating Committee members recommended the caucus vote for the settlement, but three of the committee members expressed their opposition.<sup>69</sup> Many delegates expressed their opposition to the high standard set for being eligible to get the wage guarantee and were upset over the union's failure to fight harder to eliminate steady men provisions. The statement by Shaun Maloney from Seattle Local 19 encapsulated this position: "There is too much 'availability' and I am opposed to the continuation of the steady men."<sup>70</sup>

Among the fourteen Local 10 delegates, six of them opposed the proposal and they were vocal about the reasons for their opposition.<sup>71</sup> Larry Wing, in addition to his opposition to the steady men provision and the guarantee plan, pointed out the problem of voting on a proposal containing many provisions which had not been settled but would be decided by the coast arbitrator in the future:

The guarantee is not meaningful; 9.43 is back in its insidious union-breaking form. Local 10 can't live with this, it's breaking our union to pieces. For that reason alone I'd have to vote against it. Also opposed the fact that many disputed items will have to be decided by the arbitrator.

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<sup>69</sup> The three members were: L. L. "Chick" Loveridge, Local 13 (Los Angeles); Mel Banister, Local 21 (Longview); Don Ronne, Local 8 (Portland). *The Dispatcher*, February 24, 1972, p. 4.

<sup>70</sup> Ibid., p. 5.

<sup>71</sup> Among Local 10 delegates, James Andersen, Harry Bridges, William Chester, Peter Dorskoff, Joe Mosely, Robert Rohatch, Carl Smith, and Cleophas Williams voted for the proposal. Archie Brown, Ron Colthirst, Jack Hogan, George Kekai, Dave Littleton, and Larry Wing voted against it. *The Dispatcher*, February 24, 1972, p. 4.

According to Jack Hogan:

Job security was the main theme of the 1970 Caucus, and this program does not provide additional jobs. I was instructed by my local to get rid of steady men. I am opposed to the decasualization of this industry.

He also indicated that if Sam Kagel were to be the arbitrator to decide what had not been settled between the two parties, then the contract would not be improved because Kagel had been part of the current settlement that offered nothing much for the workers. For Ron Colthirst, the proposed contract differed little from what the membership had voted down in December before they resumed the strike. George Kekai's words represented some rank-and-file members who were willing to fight further in order to get a better result on steady men and manning scales:

I still have pride and dignity -- I'll go back to my rank and file with dignity. I didn't cave-in! I want to go down fighting!<sup>72</sup>

At the end of the four day discussion, delegates voted on the contract: By a majority vote, the caucus approved it, although one-fourth of the delegates opposed it.<sup>73</sup> The contract was then submitted to a membership referendum. Although the union had allowed B-men to vote on the strike decision, it excluded them from participating in this referendum. All longshore locals were allotted into several units and each unit was given veto power. In other words, if a unit voted against the proposition, then the proposition would be vetoed. In this case, a second referendum would be called.<sup>74</sup>

The balloting was conducted for three days between February 17<sup>th</sup> and 19<sup>th</sup>. Twenty seven percent of Los Angeles Local 13 and twenty nine percent of Local 10 membership

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<sup>72</sup> Ibid.

<sup>73</sup> The result showed that 68 percent of the delegates voted for it and 7 percent abstained. Ibid., p. 4.

<sup>74</sup> *The Dispatcher*, February 11, 1972, p. 5.

opposed the proposal. A higher percentage of “no” votes came from Portland and Seattle locals: 39 percent and 38 percent of the respective local membership rejected it. Local 21 (Longview, Oregon) was the only local that overwhelmingly voted it down with ninety six percent of the vote cast. But Local 21 was not large enough to constitute a unit by itself and thus could not wield veto power.<sup>75</sup> Coastwise, a total of 9,564 ballots were cast, among which 6,803 voted for the contract, while 2,761 voted against it, showing a seventy one percent approval rate.<sup>76</sup> Without a veto, there was no need for a second referendum and thus the ratified contract would be effective for the next 17 months. On February 20<sup>th</sup>, longshoremen ended their strike and went back to work. The 134 day strike was the longest ever for the West Coast longshoremen.<sup>77</sup>

The result of Local 10’s votes was significant because the percentage of opponents increased a lot since the 1966 contract referendum.<sup>78</sup> For the first time, more “no” votes came from the local than from Local 13 that had been the strongest opponent to the M & M Agreements. The changes in Local 10’s demographic and racial composition must have affected the result: Many younger and black members were discontented with the settlement that did not alter much regarding steady men and manning scale issues.

How satisfactory the new contract would prove to be remained to be seen. Moreover, having a contract was one thing, but how to interpret and implement its provisions on the

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<sup>75</sup> Each of the four large locals constituted a unit by itself, but small locals like Longview were combined together to become a unit.

<sup>76</sup> *The Dispatcher*, February 24, 1972, pp. 1 and 8.

<sup>77</sup> Beyond the West Coast, the 1949 strike organized by ILWU Hawaii local lasted 157 days. See Karl Yoneda, “A Brief history of U.S. Asian Labor,” *Political Affairs Reprints*, 1973, p. 4; and *The Dispatcher*, 1949.

<sup>78</sup> For the 1961 M & M Agreement, 14 percent of the Local 10 voters opposed it (2,516 voted for it and 408 voted against it). For the 1966 M & M Agreement, 20 percent voted “no” (1,728 voted for it and 435 voted against it). See *The Dispatcher*, January 13, 1961, p. 5 and August 5, 1966, p. 8.

jobsite was another. Within Local 10, having known that the coastwise contract would not have removed Section 9.43 in its entirety, the local negotiating committee before the caucus meeting had persuaded the local membership that the local's position should be changed from "no steady men" to "one-man one-job," and announced that the employers had agreed not to employ a steady man in different positions. Yet the contract had no concrete plan for equalizing work hours between workers from the hall and steady men. The records showed that before the strike, 206 steady men had worked an average 43 hours per week, while 2,870 A-men dispatched from the hiring hall had worked an average of only 29 hours per week. The employers had no intention of reducing the work hours of their steady men.<sup>79</sup>

In addition, as soon as the workers went back to work, a dispute arose over interpreting the steady men job description. According to the language of Section 9.43 of the new contract, "steady skilled men cannot operate winches or fork lifts up to 5-ton capacity, except to fill out the 8-hour guarantee."<sup>80</sup> When the employer asked steady men to operate lift trucks, the union claimed that "any fork truck with any kind of an attachment" should be defined as a fork lift and advised steady men not to operate any of them. The employers insisted that only the one with two forks that went up and down and had the master tilts should be defined as a fork lift. The two parties could not agree on a definition and the case went to Coast Arbitrator Sam Kagel. In the interim of deliberating the case, Kagel ordered that steady men should stop collectively resigning from their jobs and that the union should not interfere with individual members' choices. His interim award indicated

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<sup>79</sup> Local 10 *Strike Bulletin*, Nos. 6 and 9, February 4 and 16, 1972.

<sup>80</sup> *The Dispatcher*, February, 11, 1972, p. 5.



that not just local officers had tried to prevent steady men from taking fork lift jobs, but steady men themselves had refused to do so.<sup>81</sup>

Although the majority of the Coast Negotiating Committee had recommended the membership vote for the contract due to its improvement in so-called “economic” items, in reality, the longshoremen never received the wage increases described in the contract that they had voted for. The Nixon Administration’s Pay Board disapproved the deal and reduced the first year’s basic hourly wage increase from 75 to 41 cents per hour – more than 40 percent less than what they had fought for and agreed to. The Board also put a limit on the employers’ liability for a pay guarantee, meaning that if the cost of the guarantee at the end of the year was more than the limit, then further wage reductions would follow. The union had made ill-fated attempts to ask the Board to accept the contract deal by placing a full page advertisement in major newspapers proclaiming that the wage increase was not inflationary but rather compensatory for the increase in productivity for the last dozen years since the Modernization and Mechanization plan had begun on the waterfront. When the Pay Board rendered its adverse decision, the ILWU claimed that it had “robbed” the workers. The AFL-CIO denounced the Board as a “tool” of big business.<sup>82</sup> The ILWU subsequently made some more efforts to get the wages as promised, but it had to eventually accept the reduced wage rates.<sup>83</sup>

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<sup>81</sup> Local 10 *Longshore Bulletin*, February 25, 1972.

<sup>82</sup> Local 10 *Longshore Bulletin*, March 3 and 17, 1972; *The Dispatcher*, March 24, 1972, pp. 1, 7, and 8.

<sup>83</sup> Upon facing the Pay Board’s decision, the ILWU asked the PMA to put the rescinded money into an escrow account and pay it to the workers during the following year, but the PMA refused to do so, claiming that the Pay Board would not permit it. The International then filed a lawsuit against the Board for interfering with collective bargaining. A district court judge refused to grant the government’s motion to dismiss the union’s accusation, but he also ruled against the union by opining that the Board did not interfere with the negotiations because what the Board did constituted an “informal” conversation with the PMA. *The Dispatcher*, April 14, 1972 and May 12, 1972.

In addition, the 36-hour week wage guarantee was not only complicated to calculate, but also difficult to acquire because of its strict requirements. For example, if an A-man worked for 36 hours or more for his first week when the program started, the guarantee did not affect him, but extra hours beyond 36 hours would be added to his next week's work hour total. If he worked less than 36 hours during the second week, but his total work hours after adding the extra hours from the previous week became 36 hours, then he was ineligible for a wage guarantee for that week. In this way, an individual's work hours were carried over and accumulated for a 26-week period. During this period if this man's work hours during any week were less than 36 hours and there were no accumulated extra hours, then he might be eligible for getting wages for the difference between his total hours and 36 hours, only if his accumulated total paid hours were 80 percent of "the average accumulated total paid hours per man for the A-men in his local."

The wage guarantee was thus meaningless for those who worked less than 80 percent of the average hours. In terms of calculating the average paid hours per man in the local, those who were paid less than 13 hours in any week would be excluded from the calculations -- a method that avoided lowering the average hours of the entire local. In other words, the guarantee plan was inapplicable when there was plenty of work. Because any extra hours that a worker accumulated during a time of abundance of work would cancel out a time of scarcity, the guarantee would be also inapplicable when there were fluctuations in the amount of work within the given period.<sup>84</sup> A pamphlet published in October by several militant rank-and-file members bluntly summed up the matter by pointing out that no B-man

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<sup>84</sup> *The Dispatcher*, March 10, 1972, pp. 4-5.

had collected any money on the guarantee plan by far and no A-men had a prospect of receiving benefits from it either.<sup>85</sup>

Moreover, the Container Freight Station (CFS) agreement became controversial when non-PMA member shipping companies initiated legal actions against it. The Teamsters protested the loss of their employment opportunities due to the agreement and joined legal actions with the shipping companies.<sup>86</sup> For example, the Port of Seattle filed a lawsuit in a federal court, claiming that the contract violated federal anti-trust laws by creating disadvantageous conditions for nonmembers of the PMA and thus forced them to join the PMA. In California, International Cargo Services, Inc., which had used Teamsters for stuffing and unstuffing its containers, filed a complaint to the National Labor Relations Board against the container tax imposed by the contract upon container cargos originating within 50-miles radius and handled by non-ILWU longshoremen. A federal court in Los Angeles subsequently declared the container tax illegal in an appeal.<sup>87</sup>

Furthermore, when California Cartage and two other companies filed an unfair labor practice complaint to the NLRB against the Container Freight Station agreement (which the Teamsters joined as an intervener), the Board agreed with the plaintiffs that the contract violated Section 8(e) of the National Labor Relations Act that made it illegal for a union and an employer to enter into any contract controlling the labor relations of another employer.<sup>88</sup> In other words, the contract could not be enforced if it prevented non-PMA member

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<sup>85</sup> *Longshore Victory*, October, 1972, p. 3, ILWU Local 10 Publications Misc. "Militant" Bulletins File, ILWU library, San Francisco, California.

<sup>86</sup> *The Dispatcher*, April 28, 1972; and Fairley, p. 295.

<sup>87</sup> *The Dispatcher*, April 14, 1972, p. 3; Local 10 Longshore *Bulletin*, June 16, 1972.

<sup>88</sup> For the National Labor Relations Act section 8(e), see National Labor Relations Board homepage, <http://www.nlr.gov/resources/national-labor-relations-act>, May 15, 2015. The other two companies were Pacific Motor Transport and Richmond Export. *The Dispatcher*, May 26, 1972, pp. 1 and 3, and June 23, 1972, p. 1.

companies from employing non-ILWU members, such as the Teamsters. The Board stated that the ILWU had accepted the loss of employment when it had signed the M & M Agreement in 1960 – a decision that was a “forward” looking action – and thus if the level of employment in the industry had fallen by 1972, then the union ought to think about another “progressive” move to resolve the problem, rather than “renewing old wars and illegally affecting the rights of other employers and their employees.” As Lincoln Fairley points out, the ILWU’s having signed the 1960 M & M agreement was ironically used a dozen years later against the union’s effort to preserve container handling jobs for the longshoremen.<sup>89</sup>

Consequently, the aftermath of the contract, which was signed after a long and hard struggle, ended up frustrating a lot of longshoremen. Local 10 *Longshore Bulletin* captured their feelings when it stated, “if we keep losing parts of the contract, to the Pay Board or to the courts, we won’t have much left.”<sup>90</sup> Although the impacts of the M & M Agreements in the late 1960s proved that the ILWU top officers had been shortsighted when they had initially signed the agreements, the 1972 contract negotiations demonstrated that the union officers continuously focused on getting monetary benefits. But this time, the mistakes they made were readily apparent.

Despite the utterly disappointing contract, the strike was not a complete failure. As the referendum result had shown, a large number of the new generation of rank-and-file workers in Local 10 expressed their disillusionment from the international union’s politics --

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<sup>89</sup> Fairley, p. 294. According to the ILWU lawyer Norman Leonard, the union appealed the case but in vain and thus the NLRB’s decision that the agreement was illegal prevailed. See Norman Leonard, “Life of a Leftist Labor Lawyer,” Interview Transcript, pp. 187-188, [Interview conducted by Estolv Ethan Ward in 1985], Regional Oral History Office, Bancroft Library, University of California, Berkeley, California.

<sup>90</sup> Local 10 *Longshore Bulletin*, June 16, 1972.

an action that foreshadowed a rise of self-activism among longshoremen. By the end of that year, some militant workers in Local 10 began to publish their own newsletter named *Longshore Victory* that aimed to organize longshoremen around radical programs, such as job security for all men by shortening work hours and control over the hiring process by eliminating steady men. They also advocated equality among A-men and B-men by proposing the promotion of all B-men to fully registered status.<sup>91</sup>

All these ideas were not new. The notion of a shorter-hour day had appeared in the 1940s during debates over whether the local had to deregister some longshoremen for not having enough work for all registered men to earn decent wages.<sup>92</sup> When this idea reappeared in the 1970s, it was linked to automation and job security of longshoremen: “Our labors produced profits for the employers to invest in equipment (and to pay themselves fat salaries) and now they plan to ‘reward’ us by using that equipment to put us out of work! Thanks but no thanks.”<sup>93</sup> The new generation advocated for six-hour day work with wages equivalent to what they earned during the 8-hour shift. In this way, they hoped to create more jobs for a larger number of longshoremen.

The vision of equality among A-men and B-men had been already addressed by the first group of B-men themselves in the early 1960s and by some of their A-men supporters. Nevertheless, after a dozen years passed, and after the longshoremen began to organize more concerted and united effort to reverse the impacts of the M & M Agreements, they could see more clearly how the creation of two different classes among them had divided them and

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<sup>91</sup> Stan Gow and Howard Keylor, *Longshore Victory*, December, 1972, p. 1, “Stop Bridges Sell Out,” December 31, 1974, pp. 1-2, and “Election Critical for Rank & File,” 1975, ILWU Local 10 Publications Misc. Longshore Militant File, ILWU Library, San Francisco, California.

<sup>92</sup> Regarding the discussion about a shorter-hour day in the 1940s, see Chapter 1, above.

<sup>93</sup> Gow and Keylor, *Longshore Victory*, December, 1972, p. 1.

had weakened their power in the struggle against their employers. The rank-and-file workers who published *Longshore Victory* pointed out especially the problem of the availability requirements for B-men, which had been utilized by employers to discipline workers as well as gain economic benefits only for themselves. The *Longshore Victory* editorials also acknowledged that the goal of deregistering the eighty two B-men in 1963 had been to control the remaining men who might otherwise oppose the impact of the M & M contract. By arguing that the PMA would deregister the current B-men using their availability records when no more longshoremen were needed on the waterfront, they agitated that in order to regain the strength of the rank and file, longshoremen should “smash the availability kangaroo court!”<sup>94</sup>

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<sup>94</sup> Gow and Keylor “Stop Bridges Sell Out,” December 31, 1974, p. 2.

## Chapter 9

### **“[W]inning the battle is not always the winner”: The Deregistered Men in the Shadow of the Law, 1970 – 1979**

In the 1970s, the consequences of the M & M Agreements became much more visible, especially within the hiring system and the manning scale. While the resistance of West Coast longshoremen to the changes was apparent during the strike, the legal battle of the deregistered 1959 B-men also continued. The trial at the U.S. District Court finally began in 1974, almost eleven years after their deregistration, and the decision would not be rendered until another two years had passed. This chapter studies the further development of the *George R. Williams v. the PMA* case during the trial. In order to prove that the union had violated its duty of fair representation and that the employers had breached the contract agreement, Arthur Brunwasser, who became the sole litigator for the Longshore Jobs Defense Committee (LJDC), decided to focus on showing the “arbitrary” aspect of the union’s negotiating the “so-called 1963 new standards” and retroactively applying them to the B-men.

How the prolonged legal case impacted the lives of the deregistered men and how they perceived the law and the legal processes are another focus of this chapter. Many LJDC members experienced financial difficulties in supporting their families and suffered emotional hardships from not being able to clear their names. These problems caused tensions in their family life and some men went through a separation or divorce from their wives. Despite the financial and emotional distress, they pooled their meager resources together to keep their legal battle alive and supported each other by looking out for jobs for

those in need. In the process of organizing their struggle, they created a new community of life-time friends and gained better knowledge about how the larger society and the legal system functioned.

An understanding of the perception of black LJDC members about class and race issues and their relationships with the older generation of black longshoremen requires special attention. Although LJDC members never claimed that a racial motivation existed behind their deregistration, many black men believed that justice had been thwarted and delayed because their group consisted of mainly poor black men. This idea, however, did not hinder them from working with whites like Stan Weir. It also did not make their relationship with older black longshoremen less complicated. Black LJDC members resented the failure of the older generation of blacks to organize a concerted action against their layoff. While examining black LJDC members' relationships with both their white cohorts and black elders, this chapter also discusses how they perceived the meaning of union democracy.

## 1. The Trial

The 1967 decision rendered by the U.S. Court of Appeals for the 9<sup>th</sup> Circuit Court ordered the U.S. District Court to try the B-men's case, but the actual trial did not begin for several years. Between late 1967 and early 1968, the PMA and ILWU unproductively appealed the 9<sup>th</sup> Circuit Court decision to the California Supreme Court and again to the U.S. Supreme Court.<sup>1</sup> The union then requested District Court Judge George B. Harris to strike out the B-men's claims for punitive damages against individual union officials -- a motion

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<sup>1</sup> See Chapter 6, above.



that Judge Harris granted in 1969. The 9<sup>th</sup> Circuit Court upheld the Judge Harris' decision on this matter upon the B-men's appeal. As a result, the B-men had to drop all claims involving punitive damages against individual union officers.<sup>2</sup>

In early 1970, the pre-trial discovery process finally commenced, but the actual trial in Judge Harris's court did not begin until 1974. When the first complaint had been filed in 1964 by Sydney Gordon, who was the initial lawyer for the B-men, it had not contained a demand for a jury trial. The right to a jury trial had thus been waived and the decision was to be made solely by the judge.<sup>3</sup> Now, over a decade later, many B-men plaintiffs as well as officers of the union and the PMA, appeared at the court and testified. The trial itself would last over six months.<sup>4</sup>

Brunwasser, who had become the only litigator for the B-men, and his new co-counsel, Fred Kurlander, had deposed PMA and union officers, including Harry Bridges and Tommie Silas, who had been accused of showing hostile discrimination against the deregistered B-men.<sup>5</sup> Both Bridges and Silas denied that they were guilty of having shown any hostile conduct toward Stan Weir or other B-men. Brunwasser had also deposed individuals who could give further information about the rules and union affairs, such as Asher Harer, who in 1963 had checked the records on behalf of the B-men accused of low-

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<sup>2</sup> *George R. Williams v. Pacific Maritime Association*, No. 23,605. United States Court of Appeals for the Ninth Circuit. 421 F.2d 1287; 1970 U.S. App. LEXIS 11173; 73 L.R.R.M. 2333; 62 Lab. Cas. (CCH) P10,614. January 19, 1970.

<sup>3</sup> "Federal Rules of Civil Procedure," Title VI. ("Trials"), Rule 38 (Washington D.C. : the Committee on the Judiciary House of Representatives, 2013) [<http://www.uscourts.gov/uscourts/rules/civil-procedure.pdf>], p. 59; and Brunwasser, Interview, September 8, 2014.

<sup>4</sup> From February through July 1974, "live testimony" was presented and approximately "1,000 exhibits were offered." (*George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, Arthur Brunwasser and Fred L. Kurlander, "Appellants' Reply Brief," filed October 23, 1978, p. 23).

<sup>5</sup> The ILWU lawyer Richard Gladstein had defended Bridges in all of his deportation cases and was well known for his trial skills and performances. Brunwasser thus invited Fred Kurlander, who had much more trial experiences than he had, to help him to prepare for the trial. Brunwasser, Interview by author, January 26, 2015.

man-out violations. Harer had advocated for promoting all B-men during the years between 1962 and 1963 and his politics had been more similar to that of Weir's than that of Bridges's. By the time the trial began, Brunwasser, in order to prove the union's breach of the duty of fair representation, decided to focus on showing the "arbitrary" aspect in the union's negotiating and implementing the "so-called 1963 new standards" and retroactively applying them to the B-men, rather than demonstrating the union's "hostile" discrimination against Stan Weir. Although Brunwasser believed Weir's claim that he was innocent of what he had been accused of, as a lawyer, he could not produce "legally admissible evidence to prove" that there had been any "hostile intent" against Weir or, for that matter, against any of the other deregistered B-men.<sup>6</sup>

Brunwasser's decision rested upon his belief that by 1974, the courts had broadened the legal definition of what constituted an "unfair" representation. In 1944, the U.S. Supreme Court had first established a standard for a union's duty of fair representation in the *Steele* case by stating that a union must represent all workers in the bargaining unit "without hostile discrimination, fairly, impartially, and in good faith."<sup>7</sup> U.S. Supreme Court Justices in the 1967 *Vaca* case had interpreted the *Steele* doctrine to mean that if a union's conduct toward a worker whom it represented was "arbitrary, discriminatory *or* in bad faith," then the union breached its duty.<sup>8</sup> In other words, a bad faith or a discriminatory action was not

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<sup>6</sup> Letter from Arthur Brunwasser to LJDC Steering Committee, November 14, 1980, p. 7, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169C, Box 2, Folder 2, Bancroft Library, Berkeley, California; and Brunwasser, Interview with author, September 8, 2014.

<sup>7</sup> *Steele v. Louisville & Nashville Railroad Co. et al.* No. 45 Supreme Court of the United States, 323 U.S. 192; 65 S. Ct. 226; 89 L. Ed. 173; 1944 U.S. Lexis 1244; 9 Fair Empl. Prac. Cas. (Bna) 381; 9 Lab. Cas. (Cch) P51,188; 1 Empl. Prac. Dec. (Cch) P9607; 15 L.R.R.M. 708, December 18, 1944, Decided [323 U.S. 192, p. 204]; and Chapter 6, above.

<sup>8</sup> *Vaca et al. v. Sipes, Administrator*, No. 114, Supreme Court of the United States, 386 U.S. 171; 87 S. Ct. 903; 17 L. Ed. 2d 842; 1967 U.S. Lexis 2873; 55 Lab. Cas. (Cch) P11,731; 1 Empl. Prac. Dec. (Cch) P9767; 64

required for a union to be found guilty of breaching its duty of fair representation, if its conduct was arbitrary.

By citing *Vaca*, the U.S. 9<sup>th</sup> Circuit Court in its 1972 ruling in *Retana v. Apartment, Motel, Hotel, and Elevator Operators Union, Local 14* also held that a union's duty should be "broad and demanding" and agreed with plaintiff Nora Retana in her suit against her union that a union had a duty to explain to the workers in the workplace their rights and a responsibility to provide them with the content of the collective bargaining agreement.<sup>9</sup> The Circuit Court judges quoted from the 1957 *Conley v. Gibson* case and emphasized:

Collective bargaining is a continuous process. Among other things, it involves *day-to-day adjustments in the contract and other working rules, resolution of new problems not covered by existing agreements*, and the protection of employee rights already secured by the contract. The bargaining representative can no more unfairly discriminate in carrying out these functions than it can in negotiating a collective agreement.

By doing so, the Circuit Court affirmed that a union must fairly represent the workers not only in the process of negotiating a collective bargaining agreement but also in the process of administering and implementing it.<sup>10</sup>

By utilizing these concepts and arguments, Brunwasser and Kurlander argued that the ILWU's negotiating and implementing the new 1963 standards was arbitrary and that their retroactive application was a violation of the duty of fair representation. No other rules had been presented to the B-men during the four years of their employment except the ones that had been set in 1958 and had been distributed to them in 1959 at an orientation meeting.

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L.R.R.M. 2369, February 27, 1967, Decided. [386 U.S. 17, 1p. 190-193]. For the details of the case, see Chapter 6, above.

<sup>9</sup> *Nora Retana et al., v. Apartment, Motel, Hotel and Elevator Operators Union, Local 14, AFL-CIO et al.*, No. 23,624, United States Court of Appeals for the Ninth Circuit, 453 F.2d 1018; 1972 U.S. App. LEXIS 11939; 79 L.R.R.M. 2272; 67 Lab. Cas. (CCH) P12,357, January 10, 1972 [453 F.2d 1018, p. 1023, note # 8]

<sup>10</sup> *Ibid.*, p. 1024.

The union had never informed them that they would be deregistered for the infractions that they had purportedly committed. If the union and the PMA had changed the rules in 1963, they should have done so by a written document as well as applied the rules prospectively. By having retroactively applied the new standards and fired the B-men, they had unfairly denied them an opportunity to comply with the new standards.

More specifically, according to the 1958 rules, those who were charged with intoxication could not have been deregistered on their first offense.<sup>11</sup> In regard to the pro rata rules, the B-men's lawyers proved that the B-men had never been informed that they could be deregistered for late payment, other than the \$1.00 fine a day. The B-men provided various reasons why they had made late payments. Some men testified that it was easier for them to pay the dues late with a fine, rather having to come back to the San Francisco office to pay what they owed after working at an East Bay port. Some stated that it was easier to pay dues by mail, although the dues would have arrived late and thus incurred a fine, rather than standing in a long line at the office on the due date. Apparently, the union hall had been often crowded on dues payment dates with hundreds of longshoremen trying to pay their dues on time and by doing so, some of them could not work that day while waiting in line or could not pay the dues on time and had to pay the fine. If their late payments would have cost them their jobs, the union ought to have informed the B-men about it at the time when the infractions had occurred.<sup>12</sup> John Trupp, a PMA representative on the Port

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<sup>11</sup> For the rules distributed on July 10, 1959, see Brunwasser and Kurlander, "Exhibit-N" in Appendix to "Appellants' Reply Brief," filed October 23, 1978.

<sup>12</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Appeal from a Final Judgment of the United States District Court for the Northern District of California, Arthur Brunwasser and Fred L. Kurlander, "Appellants' Brief," filed October 6, 1977, p. 51, National Archives and Records Administration, Kansas City, Missouri [subsequently referred to as "Appellants' Brief"].

Committee, even testified that he personally agreed that “the pro rata standard could be considered unreasonable.”<sup>13</sup>

Moreover, the B-men’s lawyers pointed out that no provisions about pro-rata rates or late fees had existed in the contract agreement, except one section designating the Port Committee as the body to fix the pro-rata rate. In reality, the Port Committee had never actually set the rate. When Brunwasser questioned the staff of the PMA about any documentation regarding the Port Committee setting the rate, the staff “could not locate any notation setting the amount of pro rata or any reference to the manner of making payments, to whom the payments should be made, and with what frequency they should be made.”<sup>14</sup> This meant, pro rata rules had been “customarily” or “traditionally” set and enforced by the union, not by the contract, and until 1963 there had never been a longshoreman who had been fired for paying late dues with imposed fines. If the union and the PMA wanted to deny the traditional way of handling promotion regarding pro rata rules, they also should have acknowledged that the ways in which pro rata rates had been assessed and collected were clearly in violation of the contract agreement because the contract designated the Port Committee, not the union, as the body to set the rates.

Brunwasser and Kurlander also demonstrated that until 1963, no longshoreman had been fired for the first offense on the low-man-out rules. Moreover, according to the 1959 rules, only a thirty day suspension should have been imposed for a first offender.<sup>15</sup> In

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<sup>13</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Appeal from a Final Judgment of the United States District Court for the Northern District of California, Brunwasser and Kurlander, “Appellants’ Reply Brief,” filed October 23, 1978, p 23, NARA.

<sup>14</sup> Brunwasser and Kurlander, “Appellants’ Brief,” filed October 6, 1977, p. 8.

<sup>15</sup> The rules informed to the B-men stated that, a six month suspension was imposed for a second offense. The penalty for the third offense was deregistration. In reality, between 1959 and 1963 nominal fines or short

addition, “sign-in sheets” had been checked routinely (weekly), and mistakes had been corrected or penalties had been levied, when a violation had occurred. The system, which had been used since 1951, was a complicated one and honest mistakes had occurred many times.<sup>16</sup> Dispatchers testified that longshoremen had frequently asked them about the rules, such as how many hours they should add when they had “flopped.” Mistakes had also occurred when dispatchers had filled in “master dispatch sheets” based on their reading of what longshoremen had written down on the sign-in sheets. Moreover, in his testimony Bridges acknowledged that the records had been routinely checked in order to find a “pattern” of violation, rather than punishing men for mistakes, so that the union could catch those who had intentionally chiseled hours.<sup>17</sup> For that reason, sign-up sheets had been stored only for a short period and then destroyed. When the deregistered B-men had been at the record checkers’ office in July 1963, the sign-up sheets of the period when the alleged violations had occurred were no longer available. Instead, the union and the PMA had provided only master dispatch sheets and payroll detail books. In this way, as Brunwasser pointed out, the B-men had not had a chance to disprove the accusations made against them because they could not have verified if dispatchers had made mistakes in the process of their filling in the master sheet. In addition, there had not been any means to determine if the standard had been applied equally to all B-men.

Brunwasser called Willie Jenkins, Sr., and Eathen Gums, Sr., as witnesses to testify on their sons’ behalf. By the time of trial, they had retired from their waterfront jobs. They testified about what the rules had been and how they had been applied over the years.

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suspensions had been imposed when infractions occurred. Brunwasser and Kurlander, “Appellants’ Brief,” filed October 6, 1977, pp. 9-14.

<sup>16</sup> See Chapter 4, above.

<sup>17</sup> Brunwasser and Kurlander, “Appellants’ Brief,” p. 57.

Brunwasser would later recall that two black longshoremen's fathers testified in a very dignified manner and truly inspired him. Their testimonies reminded him that the "object of the case was to enable their sons to obtain the same dignity in their years of retirement."<sup>18</sup> Jenkins, Sr., in his interview conducted later in 1977 showed his unwavering loyalty to his union and Bridges, even after his son had been deregistered, and it seemed that he went through considerable agony between his belief in his union being fair and his son being laid off.<sup>19</sup> After his son had been deregistered, a dispatcher had told him about his son's late payment of pro rata share on two occasions. He had subsequently realized that each incident had occurred when his mother and his brother, respectively, had passed away. Jenkins, Sr., mentioned that if he had known that his son had failed to pay his dues on time because of the deaths in the family, he himself would have paid them, because he had wanted his son to work within the union that he believed was the best.<sup>20</sup>

In their defense, the PMA and the ILWU argued that the B-men must have known that stricter rules would be applied to them, and they paradoxically used Weir's deposition to prove their claim. Weir, who had been asserting his innocence of the accusation of chiseling, insisted that he had "an absolutely clean record." He pointed out that he had been very careful not to make any mistake because B-men had been reminded at one point that

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<sup>18</sup> Letter from Arthur Brunwasser to LJDC Steering Committee, November 14, 1980, pp. 9-10; and Brunwasser, Interview, September 8, 2014.

<sup>19</sup> While Jenkins, Sr., praised Bridges, his wife interrupted his interview, expressing that she had a different opinion about the matter. Because she did not want to be recorded, the recording tape was paused while she spoke about her opinion on Bridges and thus her statement is unknown. Nevertheless, the incident presented how deregistration divided even the family members of the B-men. Willie Jenkins, Sr., Interview, Reel #20, September 6, 1977, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

<sup>20</sup> Willie Jenkins, Sr., Interview, Reel #20.

they should keep their “nose clean.”<sup>21</sup> Although Weir’s intention was to prove that he was incapable of having violated the low-man-out rules because he had been extremely careful, the PMA and the ILWU twisted his testimony to discredit the B-men’s claim that they had not been told about the rules. When most of the B-men insisted that the new rules had not been told to them, they did not mean that they had not known any rules or penalties for the violations of the rules. Rather, they meant, as Brunwasser pointed out, that by the rules that they had known, deregistration had not been part of the penalties for pro-rata or low-man-out violations and also for a one-time offense of intoxication. Nevertheless, according to Brunwasser, Weir’s statement that he had known that he had to keep his record clean was used negatively for the B-men.

In refuting the B-men’s claim that they had been informed about the reasons for being fired not until the 1963 July hearings, the employers and the union argued that although the deregistration letter had not specified why they were fired, they must have known what charges had been made against them during the investigation. The defendants presented Asher Harer’s checking low-man-out records as evidence to prove this aspect. To be sure, the B-men had known what they had been accused of, but they had never believed that they could be fired based on the accusations. To the contrary, they had thought that they had been cleared on the matter. Nevertheless, the ILWU and the PMA focused on questioning the B-men about whether they had known that Harer had investigated their charges.

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<sup>21</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Appeal from a Final Judgment of the United States District Court for the Northern District of California, Norman Leonard and Richard Ernst, “Appendix to Defendants’ Briefs,” Filed July 11, 1978, pp.174-177, NARA.



In addition, the attorneys for the defendants brought dispatchers to testify that low-man-out mistakes had occurred in the process of their reading and rewriting of information from sign-in sheets onto master dispatch sheets, but the rate of the occurrence of that kind of error had been about only 10 percent. By doing so, the union and the employers emphasized that only a small portion of low-man-out violations had been innocent mistakes made by dispatchers and thus the rest of the violation must have been made by longshoremen who intentionally reduced their accumulated hours to get dispatched.

Weir recalled that the most shocking part of the trial was the unexpectedly long opening statement by Richard Ernst, a lawyer for the PMA. It had lasted for four days, expounding upon the history of labor relations since the early 20<sup>th</sup> century between the PMA and the ILWU, and how since 1948 a collaborative relationship had been established between the two parties. Ernst argued that the collaboration and the resulting labor peace had been important for increasing productivity in the industry and that the judge should rule the case for the defendants in order not to disturb this mutual collaboration.<sup>22</sup> The defendants pointed out that with the coming of the mechanization, the industry had needed longshoremen who would be “upgraded by training programs so that they could operate the new equipment.” The PMA needed “a cadre of employees” who would be “conscientious about their obligations” and who could be “relied upon to be steady and thorough.” By portraying the B-men having been fired for their “misconduct,” the defendants argued that if the union had represented them at the Port Committee hearings as if they had been good workers, it would have “misrepresented” the truth. The union officers insisted that they had

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<sup>22</sup> Stan Weir, “New Technology,” in *Singlejack Solidarity*, ed. George Lipsitz (Minneapolis and London: University of Minnesota Press, 2004), pp. 59-60.

a “duty to make collective bargaining work,” rather than representing those undeserving of registration.<sup>23</sup>

The attorneys for the union and the PMA continued to claim that the B-men should have exhausted the grievance procedure specified by the contract agreement. They provided the 1963 application forms for promotion to Class A status, which listed several conditions that the applicants had to agree to follow. One of the conditions was that any complaints that B-men might have regarding the application would be handled under the grievance procedure set forth in the contract, which, in turn, should be the “exclusive procedure.”<sup>24</sup> When asked about the application form in their cross-examinations, many B-men plaintiffs answered that they did not remember what had been contained in it or they acknowledged that they had not paid attention to the fine print when they had signed the form. Some B-men mentioned that they did not recall whether they had discussed pursuing the grievance machinery after they had sent their letters of appeal to the Port Committee in July 1963.<sup>25</sup> The lawyers for the PMA and the union used these statements to show that the B-men had neither paid attention to what they had signed – an aspect that was the B-men’s own fault -- nor had any intention to exhaust the internal grievance procedure.

In response to this claim, Brunwasser and Kurlander maintained that it was the defendants, rather than the B-men, who never had an intention to make use of the grievance

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<sup>23</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Appeal from a Final Judgment of the United States District Court for the Northern District of California, Norman Leonard, “Brief for Appellees, ILWU,” filed June 28, 1978, pp. 59-69, NARA [subsequently referred to as “Brief for Appellees, ILWU”].

<sup>24</sup> Leonard, “Brief for Appellees, ILWU,” pp. 15-19; and *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, the United States Court of Appeals for the 9<sup>th</sup> Circuit, Appeal from a Final Judgment of the United States District Court for the Northern District of California, Norman Leonard and Richard Ernst, Exhibit GL, “Application for Full (Class “A”) Registration as Longshoremen San Francisco,” in “Appendix to Defendants’ Briefs,” Filed July 11, 1978, pp.107-110, NARA [subsequently referred to as “Appendix to Defendants’ Briefs”].

<sup>25</sup> Leonard and Ernst, “Appendix to Defendants’ Briefs,” Filed July 11, 1978, pp. 124-129.

process when they had unreasonably delayed the B-men's appeal. In addition, the grievance process could not have continued after the PMA and the union agreed to deregister the men, because the contract designated that either party, not a grievant, had authority to initiate an appeal to the next level upon having a disagreement. An exception could be made if a grievance had fallen under Section 13 that prohibited any discrimination based on one's religion, political belief, race, or union membership status.<sup>26</sup> But the B-men had asserted that their complaint did not stem from this kind of discrimination. Apparently, the PMA had agreed. Brunwasser found an internal report submitted by a PMA representative on the Port Committee, which stated that the B-men's appeal had not been a Section 13 complaint, but rather the appeal had asserted the "lack of due process" as a form of discrimination.<sup>27</sup>

Moreover, the B-men's attorneys continued to claim that the B-men had not had a chance to get a fair hearing when the same people who had fired them had constituted the adjudicative body.<sup>28</sup> As the U.S. Supreme Court recognized in early 1974 in *Alexander v. Gardner-Denver Company*, the exhaustion doctrine could not be categorically applied when the union exclusively controlled "the manner and extent to which an individual grievance" was put forward because "harmony of interest between the union and the individual employee" could not always be presumed.<sup>29</sup> Brunwasser provided Bridges's statement in

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<sup>26</sup> For the details about this argument, see Chapter 6, above.

<sup>27</sup> Brunwasser and Kurlander, "Appellants' Brief," filed October 6, 1977, pp. 74-75. Brunwasser also argued that the B-men's pursuing their grievance as discrimination under Section 13 would have been futile in any case. Because the B-men had challenged the retroactive application of the 1963 rules and thus the remedy for their complaint would have been the joint committees' setting aside the rules, but Coast Arbitrator had had no authority to set aside any contract rules. Therefore, their grievance would have gone beyond the scope of the arbitrator's power as spelled out in the contract. *Ibid.*, pp. 77-79.

<sup>28</sup> See Chapter 6, above.

<sup>29</sup> Brunwasser and Kurlander, "Appellants' Brief," filed October 6, 1977, pp. 67, 83-89; and *Alexander v. Gardner-Denver Co.*, No. 72-5847, Supreme Court of the United States, 415 U.S. 36; 94 S. Ct. 1011; 39 L. Ed. 2d 147; 1974 U.S. Lexis 95; 7 Fair Empl. Prac. Cas. (Bna) 81; 7 Empl. Prac. Dec. (Cch) P9148, November 5, 1973, Argued, February 19, 1974, Decided (415 U.S. 36, p. 58, note #19).

his deposition in which he had admitted that he had referred to the B-men as “crooks, bums, and chiselers.” For Brunwasser, this statement provided a crucial piece of evidence showing that B-men never had a chance to get a fair grievance process when the chairman of the Coast Committee had already shown prejudice against the B-men.<sup>30</sup>

Brunwasser also made a point that the union could not have fairly represented their grievance because the union had “an inherent conflict of interest in representing both Class A and Class B longshoremen.”<sup>31</sup> Creating a large pool of B longshoremen, who had been expected to perform the dirtiest work but who had been non-union members without the right to influence on the rule-making processes and thus faced stricter rules and penalties, and keeping them in that position for four years had benefited A-men. When some of the deregistered B-men challenged the decision, union lawyers could not have given them necessary or helpful advice because the lawyers ultimately represented the interest of the union, not the interest of the B-men.

After the six-month trial, both parties submitted a written stipulation of testimony and post-trial briefs as well as proposed findings of fact and conclusions of law -- a process that trudged on for another two years. On August 27, 1976, Judge Harris finally made his decision. He ruled in favor of the PMA and the union. He stated that the joint committees had power to deregister the B-men for any cause, unless their deregistration constituted a violation of discrimination under Section 13. Because the B-men had not claimed any discrimination under Section 13, the union and the PMA had not done anything wrong when they deregistered the men. He went on to state that the union had explained the rules to the

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<sup>30</sup> Brunwasser, Interview by author, September 8, 2014.

<sup>31</sup> Brunwasser and Kurlander, “Appellants’ Brief,” filed October 6, 1977, p. 96.

B-men and thus the B-men were at fault when they had not paid attention to the rules and had subsequently violated them.<sup>32</sup>

Judge Harris repeatedly stated that the conduct of the union and the PMA had been “rational and reasonable.” Whereas all the B-men plaintiffs had been engaged in “misconduct” of violating rules and thus had failed to satisfy the promotion standards, the purpose of Coast Committee’s setting the 1963 standards had been “reasonable” and the standards had been neither in violation of any terms of the collective bargaining contract nor in any way had they been retroactive. He found no discriminatory conduct whatsoever on the union’s side.<sup>33</sup> Finally, he ruled that the B-men should have exhausted the internal remedies before they had filed their complaint to the district court. They had had a right to appeal to the Coast Arbitrator, but they had not done so. He concluded that for all these reasons, the B-men were not entitled to seek relief from his court.

Just as he had done about eleven years ago when he had ruled against the Fourth Amended Complaint of the B-men, Judge Harris’s “Findings of Fact and Conclusions of Law” accepted virtually everything that the PMA and the union claimed, even without giving his reasons why their claims were correct. In Brunwasser and Kurlander’s expression, “the District Court did not write an opinion explaining the rationale behind its decision in favor of defendants. It merely xeroxed defendants’ proposed findings and adopted them as its own.”<sup>34</sup> Willie Jenkins, Jr., one of the B men, later recalled that he could not believe the judge’s decision. For him, Brunwasser had proved conclusively that ILWU had been unfair

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<sup>32</sup> *Williams, et al. v. PMA, et al.*, Civil No. 42284, Judge George B. Harris, “Finding of Fact and Conclusions of Law,” August 27, 1976, pp. 8-15, Banc 85/169 C, Box 2, Folder 2, Bancroft Library, Berkeley, California.

<sup>33</sup> *Ibid.*, pp. 29-37.

<sup>34</sup> Brunwasser and Kurlander, “Appellants’ Brief,” Filed October 6, 1977, p. 36.

to the B-men when it had deregistered them. For Willie Palmer, Brunwasser's performances and arguments made at the court made him feel good because the truth finally had come out. They thus were dumfounded when they heard the judge's decision. In effect, Jenkins Jr., claimed, "the judge must have believed him [defendants' attorney] or he was senile, one of the two," but clearly "something was wrong."<sup>35</sup> The B-men decided to appeal once again Judge Harris's decision to the U.S. Court of Appeals for the 9<sup>th</sup> Circuit Court -- a process that would last another three and a half years.

## 2. The Law and the Lives of LJDC Members: Building a New Community

When their struggle for reinstatement had continued for more than a dozen years, sustaining their high spirits had not been easy for LJDC members. In 1976, upon learning that the LJDC case was still going on and that Mario Luppi, one of the plaintiffs, was leaving the United States to move back to Italy, E. Randall Keeney decided to interview him in order that his personal reflections could be saved before he left. Keeney was a longtime friend of Weir's and an artist activist who had drawn illustrations in Weir's 1964 articles about the B-men -- a practice through which she had become familiar with the history of the case. While interviewing Luppi, she "could hear the depth of blocked feelings and perceptions" that Luppi had been "wanting to release about what had happened to him."<sup>36</sup>

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<sup>35</sup> Willie Jenkins, Jr., with Art Winters, Interview Transcript, p. 8, Materials Relating to I.L.W.U. Case, Longshoremen -- B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 7, Bancroft Library, Berkeley, California.

<sup>36</sup> E. Randall Keeney decided to continue interviewing other LJDC members -- an endeavor that led her to record the voices of over 35 deregistered B-men between 1976 and 1979. The interviews especially presented their contemporary state of mind when their appeal case was pending at the U.S. Court of Appeals for the 9<sup>th</sup> Circuit Court. They also show how their lives had changed since deregistration. Keeney left the audio tapes and photos of the B-men whom she had interviewed in the Bancroft Library. Regarding Keeney's notes on the interview project, see "Under the Lowered Scrape: 34 Ex-Longshoremen," Materials Relating to I.L.W.U.

Luppi was not alone. Many other members also presented their emotions – anger, bitterness, hurt, and frustration, all of which stemmed from deregistration and ensuing hardship that they had gone through.

During the first couple of years after being deregistered, especially after they had won their unemployment insurance appeals in 1964, many members had believed that they would soon get their jobs back. Getting a steady job for this period had been difficult, but due to the expectation of returning to the waterfront, some members had not actively sought a permanent job in other workplaces. Willie Hurst recalled that people had met at a “pool hall” everyday and talked about the case. They had thought that they would win it within a year, or two years at the most. On Fridays, they used to hold regular meetings that they eagerly looked forward to.<sup>37</sup>

But when the law suit dragged on for a longer period than they had initially expected, they needed to find another job in order to make a living and support their family members. Some, especially those who had been able to promptly put their emotions behind them, seemed to find another job more quickly than others. Bill Edwards, who had decided not to join the lawsuit, although he was part of the LJDC, found new employment soon after deregistration. He did not reveal why he had not joined the lawsuit, but he mentioned that he had never had difficulty finding a job during his entire life because he had been a skillful worker.<sup>38</sup> Edgar Dunlap, who had been active in organizing for the cause of the LJDC, had

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Case, Longshoremen – B List, 1963-84, BANC MSS 85/169C Box 2 Folder 4, p. 3. Bancroft Library, University of Berkeley, California.

<sup>37</sup> Willie Hurst, Reel #18, August 17, 1977, Interview Transcript, pp. 14-15, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 9.

<sup>38</sup> By the early 1980s, he ran a grocery store of his own. William Edwards, Reel #5, March 29, 1984, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

found a job at a naval weapons station after two or three months of unemployment following his deregistration. He was still working at the same station in the late 1970s. Answering the question how he could have done so, he considered himself “a realist.” When he and several other LJDC members had met lawyers in the beginning and learned that the case could take a year or two, he had thought that he could not afford to wait. He had kept the naval station job for a long time because he had decided to focus on his task at hand and told himself, “I have this job now, so I have to work on this one. I got to live.”<sup>39</sup>

However, many LJDC members could not find a steady job for many years. Mario Luppi suspected that the ILWU must have given to other unions the list of the men fired. For the first several years each time he had gotten a job, he had been told within a week to leave. Whether the ILWU had given a list to other unions or not, having a record of “being fired” did not help them build their resumes. As Ellis Graves stated, “Looking for another job meant that the potential new employer would call your last employer. When they found out that you were essentially fired, they would not hire you.” As he had done before working on the waterfront, Fred Hayes looked for and took whatever jobs that he could get: “So I shined shoes and I picked beans, tomatoes, apples during 1965-66 and I picked cucumbers by taking a farm bus out to the fields, but it was hard work because it was little money.” Willie Palmer expressed, “If you don’t have a job, then you just barely survive. When you do have a job, you got all debt paid out. Sometimes you never catch up.” Palmer felt that after 16 years, he still had not caught up with things, either financially or mentally.<sup>40</sup>

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<sup>39</sup> Edgar Dunlap, Reel #4, December 3, 1978, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California

<sup>40</sup> Mario Luppi, Interview Transcript, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 4; Ellis Graves, Interview, Reel # 8, March 9, 1979, Fred Hayes, Reel #11, May 21, 1979 and Reel #12, June 20, 1979, and Willie Palmer, Reel #34, August 22, 1979, Materials



One of the reasons why it was not easy for many B-men to move onto other jobs was because they had enjoyed the particularities of the longshore work, such as its requiring ingenuity, giving freedom of choosing jobs, and providing decent wages. Mack Hebert repeated over and over how much he loved his longshore work and thus when he had lost the job, he felt that he had been lost ever since.<sup>41</sup> Willie Hurst also mentioned a similar sentiment:

“I was hurt, bitter at what happened and. . . cause I loved the waterfront. . . different job each day; not the same routine. . . It’s free where you don’t have to answer to the boss everyday, and the pay was good. . . Those three things I lost, when I was deregistered.”<sup>42</sup>

In addition, because of different work styles between a waterfront job and others, many men thought that their lives after deregistration had been like starting all over again and adjusting to an entire new lifestyle.

Not being able to get a stable job took a toll on the men’s family lives and some of them went through divorces. In the beginning of the formation of their organization, LJDC members had invited their wives to their meetings. Getting support from their wives would be pivotal to sustaining their struggle, but vice versa was also true: one of the purposes of their struggle was to regain their wives’ respect.<sup>43</sup> However, having not much income but spending their meager resources on the legal case created hardship in their marital

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Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

<sup>41</sup> Mack Hebert, Interview Transcript, p. 9, BANC MSS 85/169 c Box 1. Toni Melvin also expressed, “I’m BITTER. I’m bitter towards THEM; when I say them I mean the longshore, towards the union, the officials.” He had sleepless nights when he thought about what had happened. Anthony Melvin and Willie Hurst, Interview Transcript, p. 4, BANC MSS 85/169 c Box 1, Folder 9.

<sup>42</sup> Willie Hurst, Reel #18, August 17, 1977, partial transcription in Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 6, pp. 13-14, Bancroft Library, Berkeley, California.

<sup>43</sup> See Chapter 5, above.

relationships. Louis Richardson said that deregistration had put “a lot of pressure” on his wife and made him feel “being rejected” and “unworthy.” Consequently, he had left his wife.<sup>44</sup>

Some B-men who gained unwavering support from their wives seemed to have constant, and successful, talks with them. For instance, Art Winters mentioned that he had been able to continue to fight for the cause for these long years only due to his wife’s support. Beyond talking a lot, they even shared reading materials regarding his case. When someone asked about the case, his wife could explain to them what was going on.<sup>45</sup> Those whose wives had their own income seemed to be able to keep their families together. How the B-men coped with this kind of situation was captured in the following statement by Leroy Provost’s wife, Ruby, who continued working for twenty-four years and maintained the family economy;

Leroy was ill after he was fired. He lost a lot of weight. He had little confidence. He is ok now. It took two years for him to find a new job – an experience that was bad for him because he, like all men, took his job very seriously. He had to count on me to earn money.<sup>46</sup>

Not only were families of some members broken up, but some members also lost their health, and even their lives. Mario Luppi’s lung was severely damaged while working as a janitor at a slaughter house. Edward Reed had been killed in an accident in the late 1960s while crossing a railroad track on his way to work.<sup>47</sup> Ulysses Hawkins, who had

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<sup>44</sup> Louis Richardson, 1978, Interview Transcript, pp. 26-28, BANC MSS 85/169 c Box 1, Folder 11; and Louis Richardson, Eathen Gums, and Mack Hebert, Interview, Reel #37, July 10, 1977, Phonotape 1623 C, Bancroft Library, Berkeley, California.

<sup>45</sup> Willie Jenkins, Jr., and Art Winters, Interview Transcript, pp. 11-12.

<sup>46</sup> Leroy Provost with Ruby Provost, Reel #35, November 8, 1978, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

<sup>47</sup> Weir, “The Retreat of Harry Bridges,” *New Politics*, Vol. VIII (Winter, 1969), p. 66.

injured his heart while working on the waterfront, passed away sometime in the early 1970s when his condition worsened after having been knocked in the head one night on the street by a man who stole a little money from him.<sup>48</sup> George R. Williams, the primary plaintiff of the lawsuit, also passed away in 1977 before witnessing the end of the case.<sup>49</sup>

Several members emphasized the material and financial sides of their loss caused by deregistration. Anthony (“Tony”) Melvin regretted even having quit his previous warehouse job to become a B-man in 1959:

“[If I had not applied for the B-man job but kept my previous job] I’d probably have my family, perhaps; have the things in life that I wanted, maybe able to have a home, material things, that I wanted. Like getting down with this job that I went through, I went through Hell!”<sup>50</sup>

Melvin believed that no money (and no job) was the reason why his wife “threw him out” and this aspect permeated his viewpoint about what had unfolded in his life.

By stating that “if we win the case, we’ll be ready to RETIRE,” Melvin expressed his frustration over the case taking so long. He opined that the PMA and the union had delayed the case because they knew that the workers had no money to continue to fight. He mentioned:

“It’s just STALLING tactics. Even if we WIN they’ll think of something. This is the way the case has been. . . .”<sup>51</sup>

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<sup>48</sup> Ulysses Hawkins (narrated by Rosa Lee Hopkins), Interview Transcript, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 2; and Ulysses Hawkins, Ancestry.com. *U.S., Social Security Death Index, 1935-Current* [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2011.

<sup>49</sup> George R. Williams, Ancestry.com. *U.S., Social Security Death Index, 1935-Current* [database on-line]. Provo, UT, USA: Ancestry.com Operations Inc, 2011.

<sup>50</sup> Anthony Melvin and Willie Hurst, Reels # 28-29, August 24, 1977, Interview Transcript, p. 4, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 9.

<sup>51</sup> *Ibid.*, p. 5.

For Melvin, winning seemed hopeless because no one could “beat big business,” no matter if all the facts and truth were on his side. Mack Hebert also expressed that the court and society, in general, was like the “cat and mouse game” -- a power structure that never let poor fellows win, but drained them of everything that they had. Therefore, the poor simply could not and would not ever win. In Albert (“Al”) W. Roberts’ opinion, the law was applied to “benefit those who wrote the law” and there were so many “legal technicalities” and “loopholes” through which law-makers could use it the way they wanted and rig the system that made the B-men go through “every court” and “drained” their energies and resources.<sup>52</sup>

Because many LJDC members suffered financial difficulties and some of them moved away from the Bay Area, continuously holding frequent meetings and paying legal payments had not been easy tasks. Nevertheless, steering committee members had regularly checked up on their members, updated them with news on the case, facilitated the participation of the members in legal proceedings such as depositions and testimonies, and gathered money for necessary legal expenditures. When Al Roberts expressed, “I’m amazed that we’re still hanging on financially – I don’t see how in the world we made it,” Willie Jenkins, Jr., stated:

This man [Al Roberts], if he didn’t have nothin’, he’d say, “I’m gonna borrow somethin’ – and he’s gonna come up with the money. . . and individuals. . . in this group. . . will take their last dime and put to what they believe in. . . .”<sup>53</sup>

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<sup>52</sup> Mack Hebert, Interview Transcript, p. 28; and Thomas Nisby, Al Roberts, and Willie Jenkins, Jr., Interview Transcript, pp. 31-32, BANC MSS 85/169 c Box 1, Folder 10, Bancroft Library, Berkeley, California.

<sup>53</sup> Thomas Nisby, Al Roberts, and Willie Jenkins, Jr., Interview Transcript, p. 30.

The deregistered men had cultivated their relationship beyond what was necessary for keeping the legal case going. When one found a job, he would look out for other jobless members and help them find work. For instance, when Dunlap had gotten a job at the naval weapons station, he had assisted Charlie Johnson and Rhody Adams in getting jobs at the same station, although the two men did not stay in the workplace for very long.<sup>54</sup> When Thomas Nisby had taken a job at an army base, he had also looked there for a job for Willie Jenkins, Jr. When Nisby was fired several years later, he joined a Teamster local and worked as a driver. At that time, Willie Hurst, who had worked at the American Can Company, lost his job when the company closed its business. Nisby called Hurst to join the same Teamster local. About two or three years later, Jenkins, Jr., was fired from the army base and he subsequently joined Nisby and Hurst at the same Teamster local. Hurst believed that the LJDC possessed a stronger level of “unity” than any other group.<sup>55</sup> Art Winters agreed that his organization was the “strongest and the best group” because “no other group in the world could stick together for sixteen years” and be willing to help each other, especially when considering that its members had little money.<sup>56</sup>

Recalling how the group had started, Willie Jenkins, Jr., stated that the initial gathering was something that they had done out of “necessity” to maintain their “sanity.” The meaning of “sanity” might be diverse and complex, but Louis Lacy offered one way to understand it: he had felt better after being involved in the LJDC because the group gave

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<sup>54</sup> Edgar Dunlap, Reel #4, December 3, 1978. Tim Carter also expressed that the group became like “a good family.” Tim Carter, Interview, Reel #2, September 6, 1979, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

<sup>55</sup> Willie Hurst, Reel #18, August 17, 1977, Phonotape 1623 C, Bancroft Library, Berkeley, California

<sup>56</sup> Willie Jenkins, Jr., with Art Winters, p.7.

him a feeling of “togetherness” when deregistration had devastated him.<sup>57</sup> Yet, sense of unity had not existed from the outset or among all members. Nor had they all agreed on the legal strategy to get reinstated. Winters, for instance, related disapprovingly that some members, out of spite, had suggested that they go down to the hiring hall and “tear the place up.”<sup>58</sup> The sense of unity had been thus cultivated over the years among those who had been the most involved in organizing effort and other activities. In order to continue the struggle, they had to learn how to deal with each other’s differences.

Jeremiah Richards’s story tells a lot about why LJDC members stuck together despite their differences. He believed that he had been fired because of his religious conviction as a Jehovah’s Witness, although the union and the PMA had accused him of chiseling ten hours. While working as a B-man, he had talked about his religion all the time and he had refused some of the union activities that were against his religious practices. He believed that this attitude must have annoyed union officers. If so, he could have separately filed a discrimination grievance under the section 13 of the contract. Nevertheless, he had decided to go along with the LJDC’s legal strategy that their complaints had nothing to do with section 13. Although some of the activities that LJDC organized, such as picketing, did not “fit” in his religious principle, he nevertheless believed that all the deregistered men

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<sup>57</sup> Louis Lacy, Reel #23, December 8, 1979, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

<sup>58</sup> Frank Nereu, soon after deregistration, had a physical confrontation with Tommie Silas in a bar. According to Nereu, Silas “baited” him by belittling him. According to Nereu, Silas stated that Nereu had gotten the B-man job based on the merit of his late father who had been one of the 1934 strike generation. Silas brought a charge against Nereu for this fight, but he dropped it soon. Frank Nereu, Reel #32, January 14, 1980, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

shared “something in common” and they could accomplish the common goal by acting together.<sup>59</sup>

Hurst mentioned that LJDC members learned how to exchange their ideas when there were disagreements by letting others freely express their opinions before jumping in and shouting at each other. Melvin and Jenkins, Jr., often clashed with one another because of their different approaches. In Hurst’s view, Melvin could be negative from time to time and once it took two years for him to disabuse Melvin of some of his notions. While talking about this subject, Hurst showed that although he had often been at odds with Melvin, he became close with him enough to understand his thoughts and lifestyles -- he even talked about what time Melvin usually went to bed at night. His interview revealed how the members became intimate in the process of organizing themselves. When Keeney interviewed Melvin in 1977, Hurst joined the interview.

In matter of fact, Keeney conducted several group interviews and took their photos showing the men having an animated discussion among themselves. All the group interviews demonstrated that the fired B-men grew to understand each other very well. They laughed together while talking about old days and they even completed each other’s sentences. When Keeney conducted an interview with Ellis Graves, Fred Hayes visited him and posed with him for a photograph. With their arms over each other’s shoulders, Graves held in front of them a book entitled “Two Speeches by Malcolm X.” The photograph tells

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<sup>59</sup> Jeremiah Richards, Interview, Reel #36, February 28, 1979, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, Phonotape 1623 C, Bancroft Library, Berkeley, California.

not only much about their relationships but also about their political ideas, although neither of them expounded the subjects in their interviews.<sup>60</sup>

Although it was a long and difficult journey, many B-men said that they learned a lot in the process of organizing for the LJDC and its legal cases. When asked what he had learned, Dunlap answered that “The price of justice is too high,” then he laughed and continued, “We learned how to, by being involved and organizing, keep the group together. . . . I had to learn it.”<sup>61</sup> Ellis Graves especially enumerated legal concepts that he had learned: “I was learning something in the process. Legal ramifications of employer and employee, how to deal with double jeopardy, etc. . . .”<sup>62</sup> Willie Merritt, who was currently the plaintiff in a racial discrimination lawsuit against the Teamsters union, stated that the LJDC’s struggle “prepared” him for the battle against the Teamsters, although in this case, as the sole plaintiff, he did not have comrades to support each other. He mentioned, “I now know how to talk to lawyers. In 1963, I had no idea how to talk to lawyers. I am not just after money [in these lawsuits]. I am after getting my rights and regaining my respect.”<sup>63</sup>

While disagreeing with Melvin who expressed his regret about even having gotten the B-man job in the first place because of all the financial difficulties that he had to go through after deregistration, Hurst pointed out that if he had not been deregistered and not been involved in the LJDC, he would not have learned “the function of the world.” In other

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<sup>60</sup> Ellis Graves, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC PIC 1985.081-PIC, PIT 1623 8 and 9, Bancroft Library, Berkeley, California. Ernesto Martinez in his study of queer of color points out the significance of paying attention to emotions or “nonpropositional” expressions of the marginalized people because they often express their knowledge and ideas without using the existing concepts and languages due to their marginalized and invisible social positions. Ernesto Martinez, On Making Sense: Queer Race Narratives of Intelligibility (Palo Alto: Stanford University Press, 2012).

<sup>61</sup> Dunlap, Interview, Reel #4.

<sup>62</sup> Ellis Graves, Interview, Reel # 8, March 9, 1979, Phonotape 1623 C, Bancroft Library, Berkeley, California.

<sup>63</sup> Willie Merritt, Interview, Reel #31, Phonotape 1623 C, Bancroft Library, Berkeley, California.



words, he began to understand and be able to explain how the system sustained itself and what its underlying problem was:

I was looking at it [the situation] not from the financial side, but from the KNOWLEDGE side. . . . It was a hell of an experience and a lot of things. . . . being involved in the case and being de-registered was a function of the machine. And becoming involved with people that related to it, and could explain it TO me what's happening, instead of being content with 8 to 5 and the home, and the pay check each week. . . . to me that's the problem in the World.<sup>64</sup>

Art Winters showed a similar attitude: “[being deregistered was] one of the best things that could have happened to me, in a sense, because I learned a lot.”<sup>65</sup> Organizing collective actions to change their situations proved to be a transformative experience for the B-men.

Those who believed that they had learned a lot also pointed out the importance of the process, rather than the result, of their struggle. Mack Hebert asserted that being involved in the LJDC and the legal case made him feel very proud of himself regardless of winning or losing because he knew that he had been fighting for an important cause:

If I don't even win, I can say that I fought my best. You see winning the battle is not always the winner.<sup>66</sup>

Hurst agreed with Hebert when he mentioned that if they had “sat back” for the past years and had done nothing, then they would have allowed the other side to have shown a complete contempt for them. He continued, “If we sit back without trying and say that it is not gonna work, then we defeat ourselves. That is the attitude that the big business wants us to have.”<sup>67</sup>

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<sup>64</sup> Anthony Melvin and Willie Hurst, Interview Transcript, p. 4.

<sup>65</sup> Arthur Winters, Interview Transcript, pp. 3-4, BANC MSS 85/169 c Box 1, Folder 13.

<sup>66</sup> Mack Hebert, Interview Transcript, p.14.

<sup>67</sup> Anthony Melvin and Willie Hurst, Interview, Reel #28.

For Melvin Kennedy, being part of the group of people who tried to articulate their ideas and situations was also an important motivation for participating in the struggle. A sense of solidarity encouraged Al Roberts, although he did not expect that B-men would win the case: “since everybody’s willing to try, I’ll stay with ’em.” When asked what motivated him to keep fighting, Lacy answered, “Everyone wants to fight some. . . . And I thought that I had a right fight.” For Cleo Love, the thought that although it might take a long time, truth would eventually come out became his motivation for persevering: “I felt that justice was out there and that with a good lawyer, we could get it.”<sup>68</sup>

Learning a lot about the law and the legal system was possible not only because it had been a long and convoluted journey for them, but also because they tried to be in constant communication with their attorney. Art Winters emphasized that members had frequently talked with Arthur Brunwasser in order to learn how things were going.<sup>69</sup> Some members mentioned that attending and testifying at the trial had also been educational. After having testified, Melvin Kennedy explained that it was the first time for him to present himself in a court room. “It was a good experience for me.” He felt that afterward he had more confidence in speaking in public. Winters stated that he “felt like learning more about law during the last sixteen years than a guy has gone to school for twenty years.”<sup>70</sup>

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<sup>68</sup> Melvin Kennedy, Interview, Reel #22, March 27, 1979; Tomas Nisby, Al Roberts, and Willie Jenkins, Jr., July 20, 1977, Interview Transcript, p. 32; Lacy, Interview, Reel #23, December 8, 1979; Cleo Love, Interview, Reel #24, February 17, 1979, Phonotape 1623 C, Bancroft Library, Berkeley, California

<sup>69</sup> Not all members had been able to do so and Melvin complained that their lawyer did not explain things to him much. In responding to Melvin’s complaint, Hurst pointed out that it was up to people whether they made an effort to do so. He exemplified Nisby as the person who made his effort to see the lawyer about anything that he did not understand. Anthony Melvin and Willie Hurst, Interview, Reel #28.

<sup>70</sup> Melvin Kennedy, Interview, Reel #22, March 27, 1979; Jenkins, Jr., with Winters, Interview Transcript, p. 9.

Not all B-men had been present at the court merely as testifying witnesses. Jenkins recalled one incident in which he, representing the group, had been to the court to ask a judge to give them more time to get another attorney. It had happened during the time between the firing of Sydney Gordon and the hiring of new lawyers. Although over fifteen years passed, he remembered the “pretty white shirt,” which he had worn when he went to the court house, but which got all wet with his sweat by the time when he arrived – a damp shirt that made him conscious of himself in front of the judge.<sup>71</sup> This incident demonstrated the difficult path that the B-men had to go through, but it also symbolized how they survived and got stronger.

Winters believed that Brunwasser was a “right type of person” for them because as their lawyer, he had dedicated himself to the cause and was a hard worker. He opined that Brunwasser had done a “tremendous job,” especially when considering that he had only one co-counsel to help him read through tons of materials and prepare for the case. He also pointed out that unlike many other attorneys, Brunwasser shared information with the B-men and let them know the reasons for his approaches and movements. In addition, because Brunwasser had given almost fifteen years of his life to this case, the B-men’s children grew up to know him. In Winters’s opinion, “Brunwasser was one of the greatest attorneys” in America. Agreeing with Winters, Jenkins, Jr., told a story that Brunwasser had previously mentioned to him: Brunwasser had had a dream in which he was a longshoreman. Jenkins jokingly stated, “What a frightening experience that was!” Winters gave another example showing how Brunwasser had become part of the community that the B-men had created: He could explain things what the longshoremen had done in the hiring hall in the early

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<sup>71</sup> Jenkins, Jr., with Winters, Interview Transcript, p. 9.

1960s, such as “signing-in” and “squaring-off” -- things even some of the deregistered men might have forgotten after all the years had passed.<sup>72</sup>

For Winters, the problem of the court system rested upon judges who spoke from their “social standings” or where they had come from -- a place which was different from where Winters and other B-men had come from. Unfortunately, the judge, not the B-men, had the authority in making a decision on the case. Winters believed that although there existed laws based on which the B-men could make their case and that Brunwasser had done a good job representing them based on the law, Judge Harris ignored the law when he ruled in favor of the employers and the union due to his socio-economic and political standings.<sup>73</sup> For that reason, he opined that the law was not “pure.”<sup>74</sup>

Because their lives had spun in many different directions after all these years, continuously pursuing their reinstatement might have seemed at times a little bit unrealistic to some outsiders. But when asked if they would go back to work on the waterfront when they won the case, many answered, “Yes.” Leroy Provost stated that although he was already 56 years old (in 1978), he would go back because he loved the waterfront job. Winters and Jenkins, Jr., agreed with Provost, but they also pointed out that going back would vindicate what they had believed and claimed and thus it would give them some psychological “satisfaction,” as well as a material “relief.”<sup>75</sup> For Willie Palmer, winning the

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<sup>72</sup> Ibid.

<sup>73</sup> Art Winters’s belief reminds of Laura Pulido’s concept of “positionality” in her Environmentalism and Economic Justice when she discusses how different social positions between mainstream environmentalists and subaltern groups of people generate different strategies about environmentalism. See Laura Pulido, Environmentalism and Economic Justice: Two Chicano Struggles in the Southwest (Tucson: The University of Arizona Press, 1996).

<sup>74</sup> Winters, Interview Transcript, pp. 30-37.

<sup>75</sup> Willie Jenkins, Jr. with Art Winters, Interview Transcript, p. 1; Art Winters, Interview Transcript, p. 29. Not all B-men wanted to go back to work. Frank Nereu, who expressed a greater degree of bitterness about what had happened to him and thus stated that he would never go back to the ILWU, still hoped to win because

case would bring some kind of peace in his mind, even though it would never bring back all that he had lost, especially his family life that had fallen apart after his deregistration.

But there were other reasons why many B-men wanted to win the case. Melvin Kennedy, who held a construction job since the late 1960s, mentioned that although he had loved the waterfront job and he had “more fun” with that job than he had ever had in his life, he did not want to go back because too many years had passed and things would not be the same.<sup>76</sup> He seemed to be content with his current job and new friends. Nevertheless, he hoped to win, if only to ensure that a similar injustice would not happen to other workers. Although having a steady construction job like Kennedy, Lacy emphasized that the most important thing in his life was going back to the waterfront work. But like Kennedy, Lacy pointed out that their legal case was also important because had they not taken their course of action, the next generation of B-men might have gone through the same kind of treatment.<sup>77</sup>

In matter of fact, the next generations of B-men, who had been hired in 1963, 1965, 1967, and 1969, never went through what the 1959 B-men had to go through. Since the LJDC’s struggle, the Port Committee, not the union, officially adopted a pro rata rule. The rate was reduced by a small amount, although they had to pay it semi-annually and have it automatically deducted from their paychecks.<sup>78</sup> It is unknown whether the new B-men liked the new policy, but it is clear that no one could have been penalized or fired for late

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it would let the world know that “we were not crooks and wrongdoers” (Frank Nereu, Interview, Reel #32, January 14, 1980).

<sup>76</sup> Melvin Kennedy, Interview, Reel #22, March 27, 1979.

<sup>77</sup> Louis Lacy, Interview, Reel #23, December 8, 1979.

<sup>78</sup> The 1959 B-men had been required to pay \$6 per month, but those who hired in 1965 paid only \$18 per 6 month. This assessment went up to \$45 in 1966, when A-men paid \$10 per month. *Local 10 Longshore Bulletin*, July 1, 1966, January 5, 1968, and January 12, 1968. For more details about the working conditions of the next generation of B-men worked in San Francisco during the 1960s, see Chapter 7, above.

payments. No new B-man was ever fired for intoxication for their first offense. The 10-hour LMO standard was also extended to sixteen hours.<sup>79</sup>

### 3. Race and Union Democracy

Even though several white deregistered B-men were part of the LJDC, some of the black members often described their group as “a bunch of blacks.” Over ninety percent of the LJDC members were black and there were only about five white men in the group. They thus must have felt that their battle was mainly a black men’s struggle. For them, being black could not be separately conceived from being unjustly treated workers. For example, Anthony Melvin addressed a lawsuit reported in a newspaper in 1977, which was brought by a white man against a bank that had detained him for fifteen minutes by mistake. The court ruled in favor of him and awarded him forty thousand dollars for damages. By contrasting their struggle to this case, Melvin claimed that “it’s hard for some black people to GET something,” while it was easy and fast for a white man to get a remedy for being mistreated. He continued, “You get to feeling like you really are a second-class citizen. Or less. To have to go through this bullshit.”<sup>80</sup> For Melvin, racism and classism were clearly intertwined, working together against poor black workers’ fight for basic justice.

Mack Hebert drew a relationship between the LJDC case and the history of oppression toward black people and their survival and resistance. Whenever he thought about the B-men’s situation after their deregistration, he repeatedly told himself to “be patient.” The “ache” was still there, nevertheless, and all the things that he had experienced

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<sup>79</sup> Brunwasser and Kurlander, “Appellants’ Reply Brief,” filed October 23, 1978, pp. 12-13.

<sup>80</sup> Anthony Melvin and Willie Hurst, Interview Transcript, p. 5.

deeply hurt him. However, he believed that what he went through made him stronger, just as the long history of racism had made black people stronger. He eloquently stated:

You live with an ache so long till it comes to be part of you, and then after you live with it so long, say “Hey, I’ve overcome it. So this is the way it is. By me being black – [I say to myself] it’s no big thing, so what – but deep down self-conscious it’s that ache. . . . But if you say, “Hey, let’s forget about it,” it doesn’t hurt anymore. And then it builds you, it makes you strong. . . . And this is what all black people have. He has a consolation. So whatever happens to a black person, you haven’t done anything. You just make him stronger and stronger.”<sup>81</sup>

Their oppressive circumstances not only made black people stronger but also helped them develop a better understanding of the world and the mindset of white people.<sup>82</sup> Art Winters thought that no white person had to say any racist remarks to him in order to notice the existence of racism, because he could sense it when he looked into their eyes. He used to tell himself when he encountered a white man whose eyes signaled racism:

I been oppressed all my life, man. I’ll tell you. You cannot tell me about it, I know about it. It’s something you don’t know about. I know about your culture but you don’t know anything about mine. I know practically what you’re thinking. I know the things you gonna do before you even do it. But you don’t know what I’m gonna do.<sup>83</sup>

Winters pointed out that even after the civil rights laws were passed in the 1960s, a black man still faced difficulties in getting a good job, “no matter how much experiences”

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<sup>81</sup> Mack Hebert, Interview Transcript, pp. 29-30.

<sup>82</sup> Black feminist scholars have developed concepts, such as “an *outsider-within* social location” and “liminality” in order to explain how black women develop their unique viewpoint about how to change the world, which stemmed from their social position. Although LJDC members were men, the concept developed by black feminists can be also applied to explain how black men’s social position enabled them to understand white culture better than white men. Carla L. Peterson, “Doers of the word”: African American Women Speakers in the North, 1840-1880 (New Brunswick: Rutgers University Press, 1998), pp.17-23; and Patricia Hill Collins, Black Feminist Thought: Knowledge, Consciousness, and the Politics of Empowerment (New York: Routledge, 2009), p. 13. Avery F. Gordon uses the term “in-difference” to describe the similar situation. See Avery F. Gordon, “Something More Powerful than Skepticism” in Keeping Good Time (Boulder: Paradigm Publisher, 2004), p. 203.

<sup>83</sup> Art Winters, Interview Transcript, p. 20.

he had in the field. He stated, “Maybe he [employer] don’t like the way you talk, he don’t like the way you smile, he don’t like the way you wear your clothes.” In doing so, Winters explained, contemporary employers used not the term “race,” but racial “codes” to avoid employing blacks.<sup>84</sup> Nevertheless, Winters believed racism as something that workers could overcome if they were united. For him, employers provided a little more wages and benefits to white workers in order to keep them apart from black workers. In his expression, “because he [employer] know if and when it ever happens that the white and the black organize together, he’s got problems.”<sup>85</sup>

Willie Jenkins, Jr., who was born in 1936 and grew up in Jeanerette, Louisiana, also remembered how Mrs. Martin, the owner of the local flower shop where he had worked as a high school student, turned “red” one evening when he sat down to eat dinner with her family members at her dining room table – an action that crossed racial and class boundaries.<sup>86</sup> But, he also remembered how he and one of his white friends could not understand why they had to be segregated and did not care about each other’s skin color. Their parents tried to teach them to follow the rules of segregation, but they kept their friendship through their entire lives. This taught Jenkins, Jr., to believe that people learned racism, rather than having been born with it. Like Winters, Jenkins, Jr., believed that racism was neither originated from nor perpetuated by working class people. Rather, people in power had something to do with trying to keep the existing racial order:

The key factor is that we [working people] must unite. We must quit looking at one another as black and white. We must look at each other as humans. Then, only then, we can make a social change.<sup>87</sup>

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<sup>84</sup> Art Winters, Interview Transcript, pp. 25-26.

<sup>85</sup> Art Winters, Interview Transcript, p. 22.

<sup>86</sup> Willie Jenkins, Jr., Interview, Reel #19, December 12, 1979.

<sup>87</sup> Willie Jenkins, Jr., Interview, Reel #19, December 12, 1979.



Interviews with some of the black LJDC members illustrates that they embraced a similar belief as Jenkins, Jr., when they talked about their relationship with Stan Weir whom they had elected to the steering committee and co-chairmanship. Although Weir was a white man, they maintained their brotherly affection and respect toward him for his organizing effort and knowledge. Willie Merritt reflected on how much he had learned and transformed himself in the process of organizing for the group's causes. He gave much credit to Weir for contributing to his transformation. He admitted that he had not given much thought to his rights as a worker before being fired and had had an attitude that he had not wanted to do anything that could have jeopardized his job – a way of life that he referred to as a “survival” mode. But after deregistration, he had participated in many activities, including picketing and visiting, along with a group of LJDC members, several law firms to find a lawyer. He stated, “I learned much from Stanley Weir, such that I had a right to appeal and if I fight, then I might have my rights recognized. I learned how we were misled.”

Weir's skills for organizing and knowledge about the world were not the only ones that they cherished. Weir had treated black men as equal co-workers while working on the waterfront and built his relationships with them based on common humanity. For example, Weir had willingly paired up with black men as partners and thus challenged the racial boundaries customarily set up on the waterfront. The following story told by Hurst also presents some of this aspect. When Hurst's father passed away in 1960, Hurst had to leave work early for the funeral ceremony. Weir willingly covered for Hurst in the hold, so that he could attend the ceremony. Hurst remembered that Weir was the only gang member who

comforted him for his loss, let alone covering for his absence at work. Hurst mentioned that this incident made him admire Weir as a “beautiful person.”<sup>88</sup> Hurst’s narrative exemplifies what Jenkins, Jr., had meant: When black and white workers saw each other as humans, they could build interracial working-class solidarity and then, they could bring about meaningful social changes.

How Weir thought about his position in the group is hinted in an anecdote that he told in his interview. It happened in the mid- or late-1960s when about twenty five LJDC members met at a church in San Francisco to discuss fundraising. Fred Hayes had been drinking and started to cry while Weir was talking about how to raise money. Weir and group members had known that Hayes used to cry whenever he drank. But the scene might have made outsiders think that Hayes was crying because he was touched by Weir’s speech. Weir added that it could have been seen as problematic especially for some of the “vulgar” black power advocates of the era. By telling the incident, Weir revealed that he was not an inspirational leader of black members – because he was not the source of Hayes’ crying -- or did not expect to be one, but it could be seen in that way from outsiders. Nevertheless, Weir felt that there had been some mixed attitudes among black members toward him: some black members seemed to see him “in a religious way,” while others saw him as a white brother “who needed their protection” from anything that might harm him.<sup>89</sup> In any case, he explicitly mentioned that black members understood that he was “not their white leader.”

To be sure, Weir consistently believed that the underlying motivation of deregistration of 82 men rested upon the political differences between undemocratic union

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<sup>88</sup> Hurst, Interview Transcript, p. 2.

<sup>89</sup> Stan Weir, Interview, Reel #41, August 29, 1977, Phonotape 1623 C, Bancroft Library, Berkeley, California

officers and himself who challenged their authority. In order to get rid of him, union officers had to frame others and fired them together in order to make the process seem apolitical. Based on this idea, Weir believed that black members had selected him as a leader from the onset because they had known that he was innocent and was the central reason for their deregistration. But he also presented another reason why his presence in the group might have been a positive thing: from his point of view, people would not revolt merely from their awareness of exploited conditions but they would do so only when “those who were part of the establishment started to rebel.” As a white man, he could be seen by black men that he “had every reason to love the establishment,” but the fact that he was with them encouraged them to organize fights for a social change.<sup>90</sup>

Although Weir was explicit about him not being the black members’ “white leader,” his interview conveyed a message that he evaluated himself as a highly intelligent leader and he enjoyed other’s acknowledgement about it. He thought that he occupied a different social position and lived in a different “subculture” from those of his black counterparts because he had more “middle-class connections” than most black members and he had published several articles in political journals.<sup>91</sup> In addition, in the 1970s, Weir became an academic worker after briefly having taken a couple of other jobs after being deregistered.<sup>92</sup> He wrote his master’s thesis on San Francisco longshore culture at the University of Illinois. In the late 1970s, he became a research associate at Northern Illinois University. Although he said

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<sup>90</sup> Weir, Interview, Reel #42, August 29, 1977.

<sup>91</sup> By his middle-class connection, Weir seemed to mean that he had known many people, especially social democrats and progressives, in academia and various political groups.

<sup>92</sup> Right after deregistration, Weir worked for a medical supply company, delivering oxygen cylinders to elderly people, then took a supervisory job tracking a progress of house in construction. Weir, Interview, Reel #42, August 29, 1977.

that being in academia was not where he wanted to be, a similar choice was not provided to black LJDC members.

The idea that Weir was “not their white leader” was more, in actuality, embraced by black members than by Weir. Although they appreciated Weir for his knowledge, his warm heart, and for bringing a lot of energy into the group, several black men considered themselves as co-leaders in organizing the LJDC or praised some of the black members for their leading roles. Dunlap, for example, proudly stated that he had initiated the idea of assembling the deregistered men when he had run into Weir at the record checkers’ office in July 1963. He had put a lot of labor and time necessary for the group to function, including picking up Sydney Gordon, their first lawyer, at the airport whenever the latter flew from Los Angeles – a type of labor that was often invisible and thus seldom validated. Some members acknowledged the leadership of Willie Hurst, who made a consistent effort, making phone calls and sending letters to members, in order to keep them in the loop. When Jenkins, Jr., stated that Hurst was the most important person for the group because he had held it together, Hurst humbly took the praises by attributing whatever achievement he had to others’ influence. He stated that Eathen Gums, Jr., and Willie Jenkins, Jr., had cheered up and motivated him whenever his morale was down.<sup>93</sup>

An examination of black LJDC members’ attitude toward older black longshoremen in Local 10 reveals that explaining intergenerational relationships among black men was more complicated than their interracial relationship with Weir. Several black men expressed a sense of betrayal toward older blacks for not speaking out for them when they had been deregistered. It will be recalled that a majority of the Local 10 membership had shown their

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<sup>93</sup> Dunlap, Interview, Reel #4; and Hurst, Interview, Reel #18.

support for the B-men in July 1963 when they had passed a resolution by which the B-men should be promoted, although their effort was subsequently defeated by the Area Joint Labor Relations Committee.<sup>94</sup> Nevertheless, many deregistered black B-men had hoped that older men would do something more than just passing a resolution. Leroy Provost, for example, was perplexed why Local 10 members had not walked off the job in protest for their decision being thwarted and in protection of the B-men's job security.

In addition, according to Weir, only a handful of A-men in the local had "publicly" spoken against the joint committees' decisions and very few black men had done so.<sup>95</sup> Al Roberts, Thomas Nisby, and Willie Jenkins, Jr., stated that some "old timers" either encouraged them to give up their fight or avoided talking about the issue.<sup>96</sup> Some of the LJDC members felt that the older generation of black longshoremen had given Bridges unwavering support and thus avoided speaking out for the B-men. For Weir, Bridges should not have received all the credit for the local's having accepting many black workers in the 1940s. But the "myth" about Bridges as a friend of blacks survived for over two decades and garnered black longshoremen's uncritical support.<sup>97</sup>

Based on his analysis of how black men had to survive racism in the South, Art Winters explained why the older blacks supported Bridges. When he was young, Winters had witnessed occasions in which older black men "could not say other than what they were

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<sup>94</sup> See Chapter 5, above.

<sup>95</sup> Weir, "A Study of the Work Culture of San Francisco Longshoremen" (M.A. Thesis, University of Illinois, Urbana, 1974), p. 132, note #2; and ILWU, "Deregistration of 'B' Men, San Francisco, 1963-1964," n.d. [Weir wrote down that it was December, 1964, but it could be summer, 1965, when the fifty-one B men's Fourth Amended complaint was filed], p. 14, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169C Box 2, Folder 3.

<sup>96</sup> Roberts, Nisby, and Jenkins, Jr., Interview Transcript, pp. 24-25.

<sup>97</sup> For the discussion of Bridges's role in recruiting of black longshoremen in the 1940s, see Chapter 2, above.

told to say” out of fear of being beaten by whites for no reason. On the other hand, white men who had “helped blacks in any way” had received the support from black communities. He remembered what his father used to tell him: “Well... They own the stores, they own the trains, they own the cafes, and you have to go to them for jobs...” Winters maintained that the old blacks learned how to “keep their mouth shut.”

Black LJDC members identified themselves with a younger generation of black men who were more educated and would not just acquiesce in what they were told. Winters recalled that he had been already marked as a troublemaker in his young age because he was outspoken. When he was eight or nine years old, he was told that blacks did not need an education. He defied the notion by constantly reading books:

This guy that my Dad worked for, he used to tell my Dad all the time he says, ‘You know, he speaks out quite a bit. Who’s teaching him?’ This is exactly what he said, ‘Who’s teaching him?’.... So my Dad would say, ‘Well, all I know is he’s always got a book in front of him, that’s all I know.’ So then they tried to find a way to keep you out of the school, keep you working, and I didn’t like that.<sup>98</sup>

What bothered Winters the most seemed not to be the white man’s notion that he had an outspoken attitude, but that somebody else had to have taught him how to be recalcitrant – an assumption that a black boy was incapable of thinking for himself.

Mack Hebert also saw differences between the “old timers” and young black men, but unlike Winters who believed that old black men’s loyalty had stemmed from their life experiences with racism in the South, Hebert opined that old longshoremen were “bought out” by Bridges with “retirement money and benefits.” Young blacks, in contrast, could not be counted upon to be purchased by money, Hebert argued. He saw how Bridges, as the

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<sup>98</sup> Art Winters, Interview Transcript, pp. 4-7.

chief negotiator for all contract negotiations, had received credit for any monetary gains that contracts had brought about and used it for augmenting his power and old black men's support. Hebert described his attitude toward Bridges was, "You can buy anything I got, but me. I am not for sale. That has been a struggle here with me by being black."<sup>99</sup> Hebert's statements suggest that many younger black men embraced a different sense of manliness from the older generation.

However, his last remark also showed that his attitude stemmed from his struggling as a black man to keep his humanity against racism -- a struggle that could transcend the generational gap between older and younger black men. In reality, many LJDC members stated that their fathers had taught them to stand up for justice and their manhood and thus contradicted their description about quiet old black men in the South. Hebert pointed out that his attitude about him being "not for sale" came from his father who had taught him, while he was growing up in Louisiana, to stand up for justice and "do not allow anyone to put you down." Willie Palmer, who grew up in Arkansas, also learned from his father that if he saw something that was not right, then he should not hold back, but should speak up right away. His father was a quiet person, but he let others know whenever he thought he was right by saying, "I am right about this," and pursued the way he believed.<sup>100</sup>

To be sure, a generational tension was not limited to black men, but it existed on the waterfront, generally, because of the M & M Agreement.<sup>101</sup> Reg Theriault, a white man, who had been hired in 1959 as a B-man, recalled that the agreement had changed the way of

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<sup>99</sup> Hebert, Interview Transcript, p. 20.

<sup>100</sup> Hebert, Interview Transcript, pp. 22-23 and 45-46; Willie Palmer, Interview, Reel #34, August 22, 1979.

<sup>101</sup> During the 1971 strike, longshoremen tried to build bridges between men in different generations and statuses, although many older generation men had retired by this time. See Chapter 8, above.

handling cargoes, especially for hold men, who had been younger men and who had constituted about a third of the entire longshoremen but many of whom had not had a voice in the decision because of their B-men status. This change thus strained the generational relationship even between father and son.<sup>102</sup> Indeed, many of the 1959 B-men, including the black men who had been deregistered in 1963, had fathers, father-in-laws, stepfathers, or uncles who were A-men and thus a generational conflict could easily create a tension among family members.<sup>103</sup>

Nevertheless, when considering that black people had cultivated solidarity within their communities because of racism in the larger society, the expectation of black LJDC members toward black older men could have been higher than that of their white counterparts. Black people had organized picketing and other direct actions for fair employment, and some of the older generation of black longshoremen had been revered for their involvement in actions for civil rights. High expectations among the younger generation thus could have made them feel more disappointed and even angrier.

The lawsuits that LJDC members had filed must have added another dimension to the existing tension among older longshoremen and LJDC members.<sup>104</sup> Weir remembered how difficult it was for LJDC members to get support from the local's rank-and-file members because the local was included on the list of defendants and thus if LJDC members

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<sup>102</sup> Reg Theriault, How to Tell When You're Tired, (New York: W.W. Norton & Company, Inc.), pp. 43-46.

<sup>103</sup> See Chapter 5, above.

<sup>104</sup> In Los Angeles, twenty-four black longshoremen who had been fired after the Second World War brought complaints against the local's hiring practices. Local 13 criticized their filing complaints as an action of betrayal to the union. Bruce Nelson, "The 'Lords of the Docks' Reconsidered: Race Relations among West Coast Longshoremen, 1933-1961" in Waterfront Workers: New Perspective on Race and Class (Urbana Champaign: University of Illinois, 1998), pp. 171-176 and Divided We Stand (Princeton: Princeton University Press, 2001), pp. 110-122.



won the case, then the local was also responsible for paying a portion of damages and back wage payments.<sup>105</sup> Charles Johnson made it clear that “breaking” the local was not the LJDC’s intention when it had filed the suit. Nor had he and other LJDC members expected that the law suit would take as long as it did -- a process that had broken up his and many others’ families.<sup>106</sup>

By the time of the 1974 trial, a large proportion of Local 10 members were from the younger generation hired between 1959 and 1969 and over 70 percent of the membership was black.<sup>107</sup> It is unclear about the level of the tension among the men in different generations or between the new local members and LJDC members. Before the trial, LJDC members had sent an “open letter” to the local membership inviting them to come to the district court.<sup>108</sup> They hoped that the longshoremen would come to the trial in order to hear their side of the story. Whether any of the local’s members came to the court to observe the case is unknown. Although some members supported the fired B-men’ reinstatement, few members must have welcomed any lawsuit against their union. One indicator can be found in a newsletter published by a group of Local 10 members who criticized Bridges’s bureaucratization of the union and the International’s concessionary contracts.<sup>109</sup> They stated that although they had been fully supported the reinstatement of the deregistered B-

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<sup>105</sup> Weir claimed that the international union added the local as a third party. Weir, “New Technology,” in Singlejack Solidarity, ed. Lipsitz, p. 57.

<sup>106</sup> Bob Birk and Charles Johnson, Interview, Reel #1, October 10, 1978.

<sup>107</sup> Regarding the percentage of black members, see Howard Keylor, Interview with *1917*, Autumn 1987, No. 4, p. 26, Longshore Militant File, ILWU library, San Francisco.

<sup>108</sup> “An Open Letter to the Membership of Local 10-ILWU,” nd (sometime in 1976 right before the district court trial before Judge Harris), Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169C, Box 2, Folder 2.

<sup>109</sup> They published *Longshore Victory* immediately after the 1971-72 strike and *Longshore Militant* during the mid-1970s. ILWU Local 10 Publications Misc. Longshore Militant File, ILWU library, San Francisco.

men, they had demanded the B-men to drop the suit, because they opposed on principle any court suits against the union.<sup>110</sup>

Just as their high expectation for getting black older men's support disappointed them deeply, the reputation of the ILWU as democratic and militant and its solidarity culture that had been cultivated during the early period must have created a high hope among the B-men for ultimate fairness winning out in their promotion process. As Louis Lacy stated, many men had assumed before they had gotten their jobs that "the longshoremen had been the fairest people in the world."<sup>111</sup> In 1977, while listening to the stories of many of the deregistered B-men about their feelings of betrayal and grievances about lack of democracy in the promotion process, Keeney, the interviewer of LJDC members, expressed her opinion that waterfront would be a place where only a few people would expect to have democracy. Jenkins, Jr., thoughtfully replied:

Well, that's probably for the individual who don't like the waterfront, or don't have any sentiments one way or the other. We, as individuals who work there, I'm sure our feelings toward the waterfront was that it was the greatest thing at that time. And another thing, being black too, and also being able to make the kind of money you were making there, you easily support a family.<sup>112</sup>

In other words, only those who did not know about the ILWU and the work culture of the West Coast longshoremen would think about democracy on the waterfront in the way that Keeney expressed. For those who had worked there, workers' control over hiring and work process based on a rotation system, which provided job security and a certain level of freedom in choosing jobs, had given the men a greater sense of democracy. The work

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<sup>110</sup> Stan Gow and Howard Keylor, "Defend The ILWU -- Stop Bridges' '75 Contract Sell-Out," December 31, 1974, p. 3, ILWU Local 10 Publications Misc. Longshore Militant File, ILWU library, San Francisco.

<sup>111</sup> Louis Lacy, Interview, Reel #23, December 8, 1979.

<sup>112</sup> Willie Jenkins, Interview Transcript, p. 2.

operation under the old rules had required workers' ingenuity and team work – an aspect that added another layer to their sense of workplace democracy. In addition, solving their grievances through jobsite direct actions had cultivated a culture of resistance and solidarity.<sup>113</sup> More importantly, Jenkins's statement indicated how the waterfront jobs provided black men with the ability to support their families – an economic independence that was another crucial side of democracy for black working men. Because many younger black men had expected to enjoy these multiple sides of waterfront democracy when they had applied for and obtained the longshore jobs in 1959, the level of their disappointment must have been deeper when they had witnessed no jobsite actions by the remaining longshoremen in their support.

Despite, or because of, the union's policy of exclusion of B-men from union membership, they had organized themselves to improve their working conditions, elected their own representatives, and thus acted like a real union – actions that they believed had cost them their jobs. Nevertheless, many black men began to think more seriously about the representational, as well as procedural, aspects of union democracy during the promotion process and afterward. Luppi, for one, opined that it was not democratic when a group of workers in the same workplace did not have the same rights as the other group of workers. He also emphasized that having different opinions on the policies of the union should not make a permanent division among workers. Al Roberts found that many labor union

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<sup>113</sup> In Reg Theriault's expression, longshoremen had a reputation of not taking "crap off of anyone, starting with the stevedore companies and shipping interests that employed them." Theriault, The Unmaking of the American Working Class, (New York: W. W. Norton & Company Inc., 2003), p. 5.

officers took personally any criticism that a member might make pertaining to the job and thus it was difficult for a member to speak out freely.<sup>114</sup>

Some LJDC members expressed their disillusionment toward labor unions in general. After working in many different industries since his deregistration, Ellis Graves attended night school, learned the skills to be a welder, and worked in the shipyards under the Boilermakers Union's jurisdiction. He claimed that most unions currently were "run by employers," meaning that unions did not challenge the employers' decisions or their rules. He stated, "No way I want to be involved in union politics today."<sup>115</sup> Nevertheless, not all men were negative about unions per se. For Melvin Kennedy, having a union in a workplace was still more helpful than not having one.<sup>116</sup> When Tony Melvin pointed out that unions were losing their strength, Hurst described the situation more accurately when he claimed that "the rank and file lost a lot of strength."<sup>117</sup> In doing so, Hurst underscored the importance of rank-and-file power within a union in creating and maintaining its viability.

Some of them became "troublemakers" in their workplaces by organizing their co-workers in a union or speaking out against unjust working conditions. They challenged the lack of respect toward workers and opposed the prejudicial attitudes of supervisors. Tim Carter was in this category. He attempted to unionize a workplace and was fired for the effort. In another workplace, he was transferred between various departments because he

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<sup>114</sup> Luppi, Interview Transcript, p. 4; and Nisby with Al Roberts and Willie Jenkins, Jr., Interview Transcript, p. 16.

<sup>115</sup> Ellis Graves, Interview, Reel #9.

<sup>116</sup> Kennedy was currently a union member and seemed to be satisfied with how the union represented the workers in his workplace. Kennedy, Interview, Reel #22.

<sup>117</sup> Melvin with Hurst, Interview, Reel #28.

disobeyed an order to make his crew work overtime and was marked as a troublemaker.<sup>118</sup>

He later took courses at the University of California on labor unions and urban studies and served as a chairman of the grievance committee in a workplace. While working as a teamster, Willie Merritt became a shop steward, but he was reluctant to take the position as a full-timer because, "I knew much about the grievance situation one had to go through with the company and the union and how I could become unpopular in the process."<sup>119</sup> Merritt's statement presented his understanding of a tension in the current collective bargaining system and its grievance processes which seldom benefited workers in their efforts to easily achieve their goals.

LJDC members also linked their opinion about Bridges to the issue of union democracy. Many B-men said that they had not had a disgruntled feeling about Bridges before they were hired. Some men said that they had even admired him. Thomas Nisby had known Bridges since he was a boy because of his father, Wiley Nisby, who had known Bridges since the late 1930s. Melvin had always supported Bridges when he had worked as a casual longshoreman between 1954 and 1959 and at a warehouse as a member of Local 6 between 1958 and 1959. He had thought that "Bridges was the great white god." But what the B-men had gone through changed their minds. Carter recalled how Bridges at membership meetings had turned a cold face to those who had talked against his opinion, tried to shut them up, and refused to recognize them. Carter embraced the idea that everyone was entitled to speak regardless of whether he was right or wrong and that at a union meeting everyone should be allowed to have a voice. By the same token, as Willie

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<sup>118</sup> When Carter's boss tried to fire him without paying two week's wages, he told them that he would sue the company. He was paid double. Tim Carter, Interview, Reel #2, September 1979.

<sup>119</sup> Merritt, Interview, Reel #31.

Merritt expressed, they embraced the idea that that no one should have too much power in a union, however smart and correct he might be.<sup>120</sup>

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<sup>120</sup> Nisby with Robert and Jenkins, Interview Transcript, pp. 1-2; Melvin with Hurst, Interview Transcript, p. 6; and Merritt, Interview, Reel #30.

## **Chapter 10**

### **“It’s no fun any longer working on the waterfront”: The Consequence of Automation without Workers’ Control, 1977-1981**

In the late 1970s, the deregistered B-men’s case was still outstanding in the U.S. Court of Appeals for the 9<sup>th</sup> Circuit Court. Many B-men hoped to win the case and thus they could go back to longshore work that by far the most interesting job that they had ever had. But the waterfront had been considerably transformed due to containerization, and many San Francisco longshoremen felt that what once made the job very exciting and attractive had been lost. This chapter studies how containerization and the changes in the mode of stevedoring operation impacted the work culture and human relations on the West Coast waterfront. In examining some of the prevalent arguments regarding whether containerization benefited the economy and human lives, this study emphasizes that the question needs to be framed in terms of who controlled technology and for what purposes, rather than discussed in terms of whether technological innovations were either good or bad.

In 1980, the 9<sup>th</sup> Circuit Court made its decision on the B-men’s case. It ruled that the trial court was in error when it decided that the B-men could not get a remedy from the court system for their failure to exhaust all the grievance procedures stipulated by their contract agreement. Nevertheless, it handed down an ultimate triumph to the employers and the union by ruling that firing the B-men had not been illegal. The detail of the court’s ruling is discussed in the last part of this chapter. Although the B-men appealed the circuit court’s

decision to the U.S. Supreme Court, the decision prevailed because when the country's highest court denied a hearing and the 17-year-old case finally came to an end.

Fundamentally, what had happened to the deregistered B-men for eighteen years was related to the subject of how containerization had transformed the waterfront. They were part of the human cost of the automation plan that employers controlled. By the late 1970s, the total number of West Coast longshoremen had been reduced to 8,000 from 13,500. The deregistered B-men were "the first fatalities in an ongoing liquidation," wrote Stan Weir.<sup>1</sup> Their deregistration was also a result of top union officers' collaboration with the employers in bringing new technology into the waterfront without considering other alternatives by which rank and file workers could control technology to strengthen their power at the point of production, use it for social goods and human needs, and lessen the exploitation of both workers and nature.

#### 1. The Impact of Containerization on the Waterfront by the Late 1970s

By the late 1970s automation and containerization had dramatically transformed the structure of the transportation systems and port operations. Container facilities with giant cranes, container yards, tractors, and other new equipment to handle standardized containers had appeared in numerous ports in the United States and Canada.<sup>2</sup> The standardization of the size of containers to 20 and 40 footers, as well as standard latching system, became especially important in developing intermodal container transportations by integrating rail and road systems with shipping services. The inland transportation systems further adopted

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<sup>1</sup> Stan Weir, "New Technology," in Singlejack Solidarity, ed. George Lipsitz (Minneapolis and London: University of Minnesota Press, 2004), p. 67.

<sup>2</sup> Yehuda Hayut, "Containerization and the Load Center Concept," *Economic Geography*, Vol. 57, No. 2 (April 1981), p. 168, Table 1.



during the next decade new facilities and equipment for larger capacity to carry containers. For example, rail cranes were introduced in order to double stack containers on trains, and inland container rail terminals were redesigned to use the rail cranes.<sup>3</sup> The goals were not only to reduce ships' time at ports by turning them around as soon as possible but also to decrease in the number of handling containers between the seller and the consumer.<sup>4</sup> This ultimately meant cutting down the usage of port labor as low as possible.

By the late 1970s, the number of longshoremen and other "off-dock workers in transportation and distribution" in New York City dramatically declined.<sup>5</sup> Before the 1950s, 50,000 registered longshoremen had worked at the Port of New York, half of whom had been regularly hired. The number was reduced to 5,000 in late 1970s and to 2,000 during the next decade. Containerization not only brought in changes to longshore operations and inland transportation systems, but it also contributed to the transformation of the geography of manufacturing. Between 1967 and 1976, one fourth of the manufacturing plants in the New York City moved out of the city. Although containerization was not the sole factor of the deindustrialization of the city, historian Marc Levinson argues that it considerably contributed to the phenomenon.<sup>6</sup>

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<sup>3</sup> Jean-Paul Rodrigue and Theo Notteboom, "Geography of containerization: half a century of revolution, adaptation and diffusion," *GeoJournal*, Vol. 74, No. 1. (2009): 1-5.

<sup>4</sup> Foster L. Weldon, "Cargo Containerization in the West Coast-Hawaiian Trade," *Operations Research*, Vol. 6, No. 5 (September-October, 1958): 649-670; and Morris Forgash, "The Roll and Rock of Containerization in Transport Economics," *Annals of the Academy of Political and Social Science*, Vol. 345, Transportation Renaissance (January 1963): 115-121.

<sup>5</sup> Andrew Herod, "Discourse on the Docks: Containerization and Inter-Union Work Disputes in the US Ports, 1955-85," *Transactions of the Institute of British Geographers*, Vol. 23, No. 2 (1998): 180-181; Stanly L. Weir, "Proceedings of Conference on the Effect of New Technologies," (Phonotape 3630 C:1-7), October 21, 1979, tape 2, Side A, Bancroft Library, Berkeley; and Mark Levinson, The Box: How the Shipping Container Made the World Smaller and the World Economy Bigger (Princeton: Princeton University Press, 2006), pp. 97-99.

<sup>6</sup> Levinson, pp. 98-99.

In the short run, longshore work and manufacturing plants did not move far away. Container operations were conducted at Port Newark and Port Elizabeth in New Jersey, which had been transformed into container freight facilities since the Malcolm McLean's first container ship, *Ideal X*, had been launched in 1956. In 1970, the New Jersey ports handled almost 40 percent of the country's total containers.<sup>7</sup> Although other container facilities had developed by 1972, the New Jersey ports predominated in container handling, and in 1977, they still loaded and unloaded one-fourth of the total containers in the nation. Levinson claimed that factories that had moved out from New York went to nearby areas in New Jersey, Pennsylvania, upstate New York, or Connecticut where New Jersey container freight facilities were not far away.<sup>8</sup>

On the West Coast, the Port of San Francisco experienced a similar fate as the New York Port, when the Port of Oakland, which possessed wider berthing space and back-up area as well as better accessibility to inland transportation, became a major port for container handling. Seattle became another major container handling port when it played a role as the center for container traffic to Canada until 1977, after which the British Columbia opened its own two container ports. In 1977, the Seattle and Oakland ports together handled about 20 percent of the nation's total containers. The Los Angeles and Long Beach ports, which together handled over 16 percent of total containers in 1977, would become an even larger container center during the next decades.<sup>9</sup>

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<sup>7</sup> For how much each port handled containers in 1977, see Hayut, p. 171; and Levinson, pp. 98-99.

<sup>8</sup> In East Coast, New Jersey ports where Malcolm McLean had launched his first container ship in 1957 had functioned as the container terminal until 1967 when the second one opened in Baltimore.

<sup>9</sup> The Long Beach container terminal opened in mid-1960s. See Hayut, p. 168, Table 1.

Records indicate that the total volume of cargo handled in West Coast ports in 1977 rose to 56.5 million tons -- a size larger than ever.<sup>10</sup> However, the total man-hours worked by longshoremen decreased since 1966 – a year when 26.6 million hours had been spent. Between 1966 and 1969, the rate of the decrease was slow, but after 1969, the figures rapidly declined. In 1977, only about 12 million man-hours were spent on handling the enormously increased volume of cargos. Before 1960, the total number of longshoremen had been around 13,000-13,500, among whom around 1,000 were partially registered workers. By 1971, the number of fully registered men decreased to 10,000, although 2,000 B-men also worked on docks. Six years later, the West Coast witnessed the displacement of about a third of its longshoremen, even though the productivity index designated more than a fivefold increase during the same period.<sup>11</sup> When the ranks of A-men declined, the PMA felt little need for a large number of B-men. By 1977, the coastwise number of B-men was merely 168.<sup>12</sup> In 1982, according to a San Francisco longshoreman, there were only about 1,850 members in Local 10.<sup>13</sup> In the long run, therefore, all West Coast ports witnessed dramatic reduction in the number of longshoremen employed.<sup>14</sup>

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<sup>10</sup>A 1975 record showed that the volume decreased to 43.2 million from 49.6 million of the previous year. The reduction of military shipment to Vietnam might have attribute to the decrease. Nevertheless, the volume rebounded the next year. Lincoln Fairley, Facing Mechanization: The West Coast Longshore Plan (Los Angeles: U of California, 1979), Appendix, p 396, Table 1A.

<sup>11</sup>In 1977, the number of A-men was down to 8,207. See Lincoln Fairley, Appendix, pp. 395-396, Table 1 and Table 1A. According to economist Wayne K. Talley, it became very difficult to be a registered worker in the 1980s. Longshoremen had to work as casuals for years to find an opening. If some made it, they ended up working only for 10-15 years before they retire. See Wayne K. Talley, "Dockworkers, Earnings, Containerization, Shipping Deregulation," *Journal of Transport Economics, and Policy*, Vol. 36, No. 3 (September 2002): p. 455, note # 16.

<sup>12</sup>Fairley, Appendix, p. 396, Table 1A. Cass B status did not disappear in the late 1970s but remained afterward. Nevertheless, the purpose and the function of B-men changed since the 1980s.

<sup>13</sup>Herb Mills, "San Francisco Waterfront: a Memoir," *Southwest Economy and Society*, 6(2), 1983, p. 10. ILWU records on membership statistics show that the total number of registered longshoremen in Local 10 went down below 2,000 in 1978 and below 1,700 by 1981. These numbers could be a little bit smaller than the actual numbers because they reflected the numbers of men paid their dues, a portion of which was sent to the international. "International Longshoremen's and Warehousemen's Union Per Capita Standing of Locals."

However, the changes in quantity tell merely part of the transformations brought about by containerization. The longshoremen who experienced the traditional mode of operation noticed preponderant differences in the quality of work. For example, Sydney Roger who had worked as a ship clerk in the 1950s found that mechanization generated a speed-up in longshore work processes:

No man has a right to ask the employer to allow him time to stop to talk—to shoot the breeze—to schmooze. But that was part of the rhythm of ship loading. There was always a little bit of time between the hook coming down and up and down and up. There was always a little hiatus, a breathing space. Little by little the breathing spaces stopped and pretty soon the man who went back and forth on the lift machine had very few chances to stop and shoot the breeze for a minute.<sup>15</sup>

Being close with Harry Bridges personally and politically, Roger believed that there was no other choice for the union but to take advantage of the employers' plan to mechanize the operations and thus he did not criticize the ILWU's road to its collaboration on bringing automation on the waterfront. Even so, Roger lamented the alienating aspect of the automated work. Longshore gangs under the old mode of operation, from Roger's experiences and perspective, had been "close-knit" working units, and the entire work process necessitated teamwork of the entire gang members.<sup>16</sup> Herb Mills, who began a longshore job in 1963, emphasized how longshoremen had cultivated a sense of community

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1978, 1979, 1980, and 1981, ILWU History-Membership Statistics File, ILWU Library, San Francisco, California.

<sup>14</sup> The membership of Los Angeles Local 13 also plummeted by the mid-1980s, but it rose again since then because it became a major center for global container shipments. See statistics about the ILWU per capita standing of ILWU locals between 1952 and 1995, ILWU History, Membership Statistics File, ILWU Library, San Francisco, California.

<sup>15</sup> Roger, Interview Transcription, 1998, p. 567, "A Liberal Journalist On the Air and On the Waterfront: Labor and Political Issues, 1932-1990," Calisphere, University of California, [http://content.cdlib.org/view?docId=kt1000013q&chunk.id=d0e19147&brand=calisphere&doc.view=entire\\_text](http://content.cdlib.org/view?docId=kt1000013q&chunk.id=d0e19147&brand=calisphere&doc.view=entire_text), May 20, 2015.

<sup>16</sup> Roger went to a graduate school in 1959 and wrote a thesis on longshore gangs. After finishing the master's program, he got a job as an editor for *The Dispatcher* and worked as the editor between the late 1960s and early 1970s. Roger, p. 553.

because traditional longshore operations required “cooperation” and “a collective innovation” of gang members.<sup>17</sup>

But containerization broke down the basic gang into only a small number of men. Moreover, in a conventional container operation, the crane driver alone loaded and unloaded container vans from and onto the ship. Several lashers aboard the ship tied down the vans to the deck: Some lashers were on the top of the containers, while some were on the deck. The distance between the lashers became wider when containers were stacked up one upon the other. Beneath the crane on the dock, there was a constantly moving line of trucks towing trailers that carried container vans. There were only two dock men who positioned themselves on either side of the traffic lanes and their job was to free the van from a truck in order for the crane driver to lift it away to the ship and cramp down the van being unloaded by the crane to the truck, repeating the tasks on each truck in the line.

When this kind of container operation became dominant, Roger heard many longshoremen saying, “It’s no fun any longer working on the waterfront. The fun is gone.” Roger claimed:

The fun has to do with the men working together. A sense of camaraderie. . . . Even though the work seems easier now, physically, I can assure you will probably find more alienated men now with containers than in those days when each man had something to do with the cargo itself, and worked in unison with each other.<sup>18</sup>

Some contemporary scholars might claim that the Roger’s account ignored the hard and dangerous nature of the traditional longshore work. Reg Theriault, who began to work as a longshore B-man in 1959, admitted that the work under traditional operations was often

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<sup>17</sup> Mills, “San Francisco Waterfront: a Memoir,” p. 4; and see Chapter 1, above.

<sup>18</sup> Roger, pp. 770-576.

very hard. But like Roger, Theriault pointed out that the work made enjoyable because it was performed together in gangs. Gang members, especially partners, kept up conversations while moving the cargo around. Moreover, fun stemmed also from the aspect that the workers exercised control over their own pace and work processes. He thus continued:

From my first day on the waterfront, I looked forward to going to work. Most of the men I worked with did, too, although most of them were reluctant to admit it and would do so only in private. Not even coffee, bananas, or hides were all that bad if you caught a good gang.<sup>19</sup>

Theriault remembered how container operations changed human relationships among longshoremen as well as their working conditions. Longshoremen considered lashing down vans aboard ship “a bad job.” Working on top of containers was dangerous, which was slippery from the grease or water in a rainy weather, especially during the dark night. Moreover, the wire and turnbuckles that a lasher had to carry around to tie vans to the deck and connect them together were very heavy. But the dock work was considered worse. Two partners, positioning on either side of the line of moving trucks, moved back and forth to release latches from vans or cramp them down. The distance between the partners and their constant motion made it hard for them to talk with each other. Beeping sounds from cranes or straddle trucks were constant in order to alarm the dock men to be aware when they made a movement or unloaded a van on the dock. The noise also hindered them from having a conversation.<sup>20</sup> Herb Mills also pointed out that by the late 1970s, the largest container ships needed only 30 men who were distanced from one another, communicating by radio from the cab of their machines. A worker could not know who was on the job with

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<sup>19</sup> Reg Theriault, How to Tell When You're Tired: A brief Examination of Work (New York: W.W. Norton & Company, Inc.), p. 140.

<sup>20</sup> Theriault, How to Tell When You're Tired, pp. 143-146.

him.<sup>21</sup> He thus found that technological development not only displaced workers but also isolated the remaining workers, losing a sense of community.

Moreover, before containerization, longshoremen had directly handled all kinds of cargo and had to figure out how to load and stow them. Learning about where some particular cargos came from or where they were heading toward gave them knowledge about the places of origin or destination and their cultures. Roger remembered how fascinating it was to see the amount and type and quality of the cargo on the dock. But when containerization developed, longshoremen never saw the cargo. In Roger's expression,

With containerization at full blast you could meet people [longshoremen] who could work an entire day and not see the cargo. . . . Every box looks exactly alike. The only difference is a number. . . . The man who drives the tractor, that pulls the chassis that has the container on it to the hook where it's pulled up, all he knows he's got a number. . . . No personality left to the thing. You have no idea what kind of port it came from. What kind of port it goes to. You have no idea of the culture of the country. What they eat. You don't know any of these things.<sup>22</sup>

Not only did the methods of operations and human relationships among longshoremen change, but containerization also transformed the entire port communities. With the abandonment of the San Francisco finger piers, fancy restaurants, boutiques, and hotels for tourists and financiers replaced the old restaurants and bars where longshoremen used to have meals and mingled with one another.<sup>23</sup> There were all kinds of workers in the port area, such as seamen and teamsters, and thus these restaurants and bars had functioned as more than just eating or drinking venues. They had been where working people exchanged information and built class solidarity. Since containerization, this culture had been lost. At the Port of Oakland where container operations were performed, Theriault

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<sup>21</sup> Mills, "San Francisco Waterfront: a Memoir," p. 12.

<sup>22</sup> Roger, pp. 568-569.

<sup>23</sup> Mills, "San Francisco Waterfront: a Memoir," pp. 8-12.

pointed out that there were no longer enough longshoremen to sustain even one eating establishment on the port. To get to the nearest restaurant, longshoremen had to drive about two to three miles. Moreover, being exhausted from a container operation, longshoremen would rather take a nap during a break, than drive a couple of miles to go to a restaurant.<sup>24</sup>

## 2. Underlying Motivations for Containerization under Capitalism

In 1979, Stanley (Stan) L. Weir gave a talk at a conference discussing the impact of technological changes in several industries, including longshore and automobile.<sup>25</sup> His talk focused on how the longshore industry had been transformed due to automation and containerization. At the time of the conference, Weir had received a Ph.D. degree, taught labor studies classes at the University of Illinois, and launched the “singlejack book” series publication. The publication promoted workers’ authorship as well as their readership because singlejack books were written by workers about their own work experiences from their unique perspectives and were published in a small pocket size in order for workers to be able to carry them conveniently and read them during their break times. The Longshore Jobs Defense Committee’s lawsuit against the PMA and the ILWU was still pending at the U.S. Court of Appeals for the 9<sup>th</sup> Circuit Court because the B-men challenged the trial court’s decision delivered in 1976 by Judge George B. Harris. For Weir, the conference was an arena to publicize the B-men’s struggle because what had happened to them could not be separately understood from automation and containerization in the industry.

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<sup>24</sup> Theriault, How to Tell When You’re Tired, pp. 145-146.

<sup>25</sup> The impact of automation in the auto industry is not examined in this study, but for a first-person account on the subject, see Wyndham Mortimer’s Organize! My Life as a Union Man (Boston, MA: Beacon Press, 1971).



Just like Mills and Theriault, Stan Weir emphasized how automation on the waterfront had in a devastating impact on the livelihood of West Coast longshoremen, their sense of group solidarity, and the entire port community.<sup>26</sup> For Weir, “finger piers” had more than the use value of functioning as the place for longshoremen to perform their jobs. They also had an aesthetic value for the community. He also pointed out how their equalitarian practices of low-man-out system had been weakened since the second M & M Agreement allowed an employer to hire steady men who worked particularly for him and who worked longer hours than other longshoremen dispatched from the hiring hall.

Weir also reminded how automation wiped out black workers from the workplace. He criticized the ILWU top officers for weakening rank-and-file power when they agreed to create a large number of B-men and kept them in the second class position with no union membership privileges. Traditionally, the militancy of longshoremen had been produced and practiced in the hold, but when B-men, who were working as hold men, did not possess power, the union’s militancy became weakened. By eliminating jobsite work rules, international officers also “financed” automation -- an action that Weir claimed was a clear indication of class collaboration.<sup>27</sup>

A challenge to Weir’s talk came from a scholar in a labor studies program, who argued that technological developments had brought about some positive aspects. One example was that containerization made it possible for consumers to get fresh foreign foods with lower costs. In response, Weir admitted that some machines had improved the quality of living conditions of the masses of people. One such example would be a Xerox machine,

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<sup>26</sup> Stanley L. Weir, “Proceedings of Conference on the Effect of New Technologies,” October 21, 1979, Tape 2, Phonotape 3730 C: 1-7, Bancroft Library, Berkeley, CA; and Weir, “Containerization Makes for a Lonely Waterfront,” *Singlejack Solidarity*, ed. George Lipsitz, pp. 73-75.

<sup>27</sup> Weir, “Proceedings of Conference on the Effect of New Technologies,” October 21, 1979.

Weir argued, because it had contributed to a wider distribution of books at lower costs. But he reminded the audience of how the machine also displaced workers in the industry. Moreover, in the longshore industry, he did not see any positive result from containerization. He argued that if U.S. melons were shipped to Japan via containers, the only beneficiaries of the trade were the businessmen who got the melons in a speedy mode from the new technology and profited from the rapid turn-over time.

Many contemporary people who believe in an innovative and positive impact of technological development especially on consumers might agree with the labor studies scholar, rather than with Weir. For them, Weir's position might be seen as romanticizing the old days and being concerned only about the workers' situation. But they often ignore to question who benefited the most from the technological innovations and under what conditions both workers and consumers could really benefit from them. Workers and consumers, in actuality, could not be dichotomized for the most of the global population. Moreover, the ultimate motivations of technological innovations needed to be examined. Reg Theriault offered some more insights into how and why automation and containerization did not benefit consumers, in general, let alone longshoremen, when he discussed how coffee operations had changed over time.

It will be recalled that when jitneys or forklifts replaced dock workers, the hold men began to use "pallet boards," instead of rope slings, and had to sort out coffee sacks inside the hold before they placed the sacks on a pallet in order to make sure that those belonged to the same company would be placed onto the same pallet. Using a pallet board and sorting out sacks inside the hold and pushing the loaded board to the place under the hatch in order that the board could be lifted by the winch made the hold work much more difficult than

under the previous method by which workers grabbed and piled twelve sacks in a rope sling without sorting and without pushing the sling.<sup>28</sup>

Years later, San Francisco longshoremen opened the hatch and found that coffee sacks were already palletized before being sent to them. As Theriault stated it, “The hard work had been transferred down to Brazil or Central America somewhere.”<sup>29</sup>

Longshoremen at first were not entirely unhappy about not having to palletize sacks inside the hold. However, there was a consequence for getting already palletized cargo. Jobs at San Francisco Bay ports were eliminated and so was the number of longshoremen. In Theriault own words, “employers cut manpower to the bone,” and even when more men power was needed in an operation, employers would not add more workers.<sup>30</sup>

When palletized coffee sacks were shipped into San Francisco and unloaded from the ship onto the dock, jitney drivers lifted the pallet boards and stacked them inside the pier. Coffee sacks had been jumbled due to the ship’s rolling action on the voyage and thus when jitney drivers moved pallet boards, the sacks fell from the boards on to the dock no matter how carefully they maneuvered the boards. Scattered coffee sacks on the dock prevented the drivers from continuing to operate the machine. Theriault, who was a jitney driver at this period, remembered that once a walking boss ordered two “hook-on” men to drag the fallen sacks and move them to the pier. Hook-on men’s job requirement was to place the sling load onto the dock and thus the men refused the order by insisting that the work was not in their job descriptions. Theriault told the boss that he should request more men from the hire hall for the work and the boss subsequently called two more men to perform the

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<sup>28</sup> For the details of the comparison between the two operations, see Chapter 7, above.

<sup>29</sup> Reg Theriault, How to Tell When You’re Tired, p. 46.

<sup>30</sup> *Ibid.*, p. 49.

work. Nevertheless, the two additional men could not keep up with the work because they had to work against four gangs discharging coffee and there were too many fallen sacks. Instead of hiring more workers, the boss ordered Theriault to push the sacks aside with his fork lift by using an empty board on his blade.

When Theriault warned the boss that pushing the sacks with an empty board would inevitably tear many sacks, the boss, knowing that the employer would not let him hire any more men, told Theriault to go ahead and push the sacks. Longshoremen could refuse to perform their jobs if safety issues were involved, but “protecting cargo” could not be an excuse to refuse to work. A lot of sacks were torn apart, hundreds of pounds of coffee were destroyed, and the coffee beans were thrown into the Bay. Theriault stated:

At eighty cents a pound, dockside, they could have hired ample men to pick up those sacks and still saved money. But they, the stevedore company, chose not to. They passed the loss onto somewhere else, either back to the ship, to the coffee wholesaler, or to some insurance company. Ultimately, of course to the consumer.<sup>31</sup>

When the coffee began to be carried in containers, coffee beans that had been kept in closed container vans began to “sweat” when they arrived near the Bay Area ports due to differences in temperature. The moisture could not escape the tightly closed van and thus ruined many beans, especially the top layer of sacks in the van. Theriault continued:

We were confronted with the sight of containers parked all over the docks with their doors open, drying out. Much of the coffee was lost, as much as 15 percent, I learned later. A terrible waste, but a waste will be deemed viable by the coffee industry, at least in America, evidently.<sup>32</sup>

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<sup>31</sup> Ibid., p. 51.

<sup>32</sup> Ibid.

Theriault's account demonstrated that employers under the profit-motivated production system of capitalism were willing to use technological innovations neither for workers' livelihood nor for consumers. The system was ultimately wasteful and environmentally toxic because the employers would be concerned less with sustainability but more with making profits.<sup>33</sup> The employers' claim for "efficiency" in their adopting automation and a new technology thus actually meant to efficiently reduce any capital invested in labor, rather than creating a system that efficiently utilizes resources for human needs and ecological sustainability.<sup>34</sup>

Despite these circumstances, shippers often claimed that containerization benefited the economy because goods were less damaged or stolen than with a traditional mode of loading and unloading.<sup>35</sup> However, the amount of goods stolen from longshoremen under traditional stevedoring operations had constituted only a small part, in comparison to the contemporary situation in which entire containers are easily stolen by organized crime, especially when intermodal container transportation systems were developed.<sup>36</sup> In addition, more and more containers were lost at sea when the amount of total containers increased and

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<sup>33</sup> Environmental Justice scholar David Naguib Pellow uses the term "treadmill" model of development in order to explain the fundamental structure of capitalist production process. According to this model, corporations exploit natural resources for profits and in the process produce unsafe working conditions and unemployment as well as waste and pollution. They have no interest in stopping or slowing down this treadmill. See David Naguib Pellow, Garbage Wars: The Struggle for Environmental Justice in Chicago (Cambridge: The MIT Press, 2002).

<sup>34</sup> Scholars of environmental justice often pointed out the linkage between the exploitation of working class and environmental degradation. David Pellow claims that "capitalism is incompatible with ecological sustainability and economic justice" [David Pellow, Resisting Global Toxics: Transnational Movements for Environmental Justice, (Cambridge, MA: The MIT Press, 2007), p. 51].

<sup>35</sup> Forgash, p. 115; and Stuart Griffin, "Letter from Tokyo: Moving to Containers," *Science News*, Vol. 96, No. 25 (December 2, 1969): 582.

<sup>36</sup> Weir, "Proceedings of Conference on the Effect of New Technologies," October 21, 1979; "Organized crime targets cargo containers," *Insurance Journal*, February 5, 2006, <http://www.insurancejournal.com/magazines/features/2006/02/05/151444.htm>; and the TV drama *The Wire* aired in 2003, which deals with longshoremen working under containerization in Baltimore, gives a clue how this kind of criminal operation might have transpired.

containerization became a global phenomenon.<sup>37</sup> Although the number of containers that had been lost at sea by the late 1970s is unknown, the industry would soon witness an incredibly large number of containers, ranging from several hundreds to several thousands, lost at sea each year, adding tens of miles of littered containers annually to the bottom of the sea and resulting in an harmful ecological impact.<sup>38</sup>

Scholars pointed out that one of the reasons why containers fell off decks into the ocean was because the industry emphasized “efficiency” over “safety” and made ships turn around fast. Although heavier containers had to be placed on the bottom of the stack of containers when they were loaded on a ship and “vessel planners” figured out the optimal arrangement of containers, loading containers often began without waiting for all containers to arrive at the port in order to reduce the ship’s time at the port. As a consequence, late arriving heavy containers were placed in the highest tiers, resulting in a high risk of the collapse of the stack of containers during rough seas and endangering the stability of the entire load of containers on the ship.<sup>39</sup>

Moreover, replacing “semi-automatic” twistlocks of the containers with “fully automatic” ones, which required less work by longshoremen on the deck, was considered as one of the reasons why containers fell off ships.<sup>40</sup> Nevertheless, the shipping industry

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<sup>37</sup> From 1985 to 2007 total containerized trade grew eight-fold. See Oren T. Frey and Andrew P. DeVogelaere, “The Containerized shipping industry and the phenomenon of containers lost at sea,” US Dept of Commerce, National Oceanic and Atmospheric Administration, Office of National Marine Sanctuaries, 2014. <http://sanctuaries.noaa.gov/science/conservation/pdfs/lostcontainers.pdf> (June 20, 2015), p. 2.

<sup>38</sup> Scholars point out that it is difficult to measure the exact number of containers lost because shipping companies did not want to divulge the number to the public except to their insurance company. Against the popular claim that over 10,000 containers had been annually lost at sea, the World shipping Council conducted two surveys between 2011 and 2014. For the result of the surveys, see “Survey Results for Container Lost at Sea – 2014 Update,” [http://www.worldshipping.org/industry-issues/safety/Containers\\_Lost\\_at\\_Sea\\_-\\_2014\\_Update\\_Final\\_for\\_Dist.pdf](http://www.worldshipping.org/industry-issues/safety/Containers_Lost_at_Sea_-_2014_Update_Final_for_Dist.pdf) (June 20, 2015); and Frey and DeVogelaere, p. 1.

<sup>39</sup> Frey and DeVogelaere, p. 12.

<sup>40</sup> Ibid., p. 11.

defended that the total volume of containers handled reached to millions, and thus thousands of containers lost at sea each year represented only a very small fraction of the total and had little impact on the economy.<sup>41</sup> The employers' manner of trivializing or hiding the numbers of containers lost at sea demonstrated that they would rather take a risk of losing a large amount of cargo into the sea than lose a few bottles of whiskey pilfered by workers. Their choices also showed their mindset that they would rather pay higher expenses to insurance companies for prospective containers lost at sea than hire a larger number of workers for the job to be performed more safely. They never minded ecological impacts.

What ultimately motivated the employers to pursue automation, therefore, did not rest upon their concerns for benefiting consumers or increasing real efficiency of the economy. Technological innovations were driven by the employers' desire to increase profits for themselves and their shareholders. But more importantly, as Clarence Lang in his study of St. Louis black communities between 1936 and 1975 points out, the main impetus for automation stemmed from capitalists' "political objectives, chiefly the desire to discipline a labor movement that had gained strength during the 1930s and 1940s."<sup>42</sup> Labor historian Stanley Aronowitz agrees with Lang when he argues that the underlying reason beneath the claim of "economic necessity" for technological innovations was to subordinate workers and their unions. For capitalists, bringing about new technology into the workplace provided "a chance to reduce workers' power to determine working conditions and, especially, to limit its control over the pace of production."<sup>43</sup>

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<sup>41</sup> World shipping Council, "Survey Results for Container Lost at Sea – 2014 Update," p. 3.

<sup>42</sup> Clarence Lang, Grassroots at the Gateway: Class Politics & Black Freedom Struggle in St. Louis, 1936-75 (Ann Arbor: The University of Michigan Press, 2009), p. 93.

<sup>43</sup> Stanley Aronowitz, The Death and Life of American Labor: Toward a New Workers' Movement (New York: Verso, 2014), p. 78.

In the West Coast longshoremen's case, it will be recalled that when most of the informal and formal work rules that had restricted exploitive measures in the work process were removed in the early 1960s, the employers were not in hurry to bring machinery into the workplace, although the work became extremely onerous for the workers.<sup>44</sup> Theriault offered another example of how disciplining workers was a chief purpose of instituting "relief periods" in exchange for eliminating the four-on and four-off rule during the negotiation for the 1959 interim mechanization agreement. When the union negotiating committee agreed to eliminate the rule, the union initially attempted to get two fifteen-minute "coffee breaks" in exchange, but the employers refused. But when someone reworded the demand to two fifteen-minute "relief periods," the employers accepted the offer. In other words, the two demands were identical in terms of the time they requested, but placing the term "coffee break" into the contract was not acceptable to management, whereas having a "bathroom break" was. Theriault cogently pointed out that in doing so, management showed its intent to permit "nothing in the working agreement not directly connected to production," except for recognition of "man's need to answer a call from nature."<sup>45</sup>

In hindsight, the ILWU could have responded to the management's pressure to bringing about automation in a different way. Lincoln Fairley, who had been the research director of the ILWU between 1946 and 1967 and who served as a regional arbitrator between the union and the PMA after that, admitted later that although he had supported the M & M Agreements at the time of the negotiations, he changed his position after witnessing

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<sup>44</sup> See Chapter 4, above.

<sup>45</sup> Theriault, How to Tell When You're Tired, pp. 101-102.



the consequences of the agreements by the late 1970s. He believed that ILWU top officers could have hung on to the restrictive work rules much longer, rather than removed them and hurriedly signed the first M & M Agreement in 1960, because once the union gave up the work rules, the process was “irreversible.”<sup>46</sup>

It is important to question who should control technology in order to make it to be truly used to benefit workers, consumers, the economy, and the entire ecological system. To be sure, rank-and-file workers at the point of production must be at the center of any decision making body for any development plan because they possessed unique and first-hand knowledge about how work should be done fairly and humanely. The case of the Australian dock workers’ struggle is instructive in this regard. When they learned that automation would be introduced, rank-and file-workers mastered knowledge about the new technology and controlled it under their power for decades.<sup>47</sup> In the late 1990s when the management muscled up to take power away from them, the workers responded it with organizing strikes. The management fired the strikers, hoping to replace them with new docile workers, but it soon realized that the workers were in control of the port: it could not locate nearly twelve thousands containers. The workers had hidden them in resistance. The workers also received solidarity actions from longshoremen in other countries who refused to handle any cargo loaded by strike-breakers. The Australian dock workers’ struggle suggests that the West Coast longshoremen’s union could have developed an alternative vision in the late 1950s and early 1960s. The union could have tried to create a means for

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<sup>46</sup> Fairley, pp. 327-328.

<sup>47</sup> Stan Weir and George Lipsitz, “The Australian Dock Strike” in Singlejack Solidarity, ed. George Lipsitz, pp. 338-345,

workers to control the new technology, instead of persuading its members to give up their power at the point of production in exchange for some financial benefits.<sup>48</sup>

### 3. *George R. Williams et al. v. the PMA et al.*

While the waterfront work culture had been dramatically transformed, the deregistered B-men who had organized the Longshore Jobs Defense Committee continued their struggle to get their waterfront jobs back. To be sure, when they had decided in 1964 to pursue a legal remedy to be reinstated, they had never envisioned that the process would last so long and that the waterfront would be unrecognizably changed. When the U.S. district court ruled against them in 1976, members had decided to fight further by filing an appeal to the U.S. Court of Appeals for the 9<sup>th</sup> Circuit Court -- a process that took another three and a half years.

Judge Harris's ruling at the trial court can be summarized mainly in two parts. The first part addressed the B-men's complaints that their employers and the union breached the contract agreement when they had negotiated new promotion standards after not having

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<sup>48</sup> What happened to the waterfront after the 1970s is beyond the scope of this study, but it is instructive to briefly examine William Finlay's and David Wellman's studies here. They examined the relationship between automation and workers' power in Los Angeles in the 1980s and San Francisco ports in the 1990s, respectively, and argue that mechanization neither deskilled workers nor weakened their autonomy over how their work should be processed. The authors claim that the union gave up the work rules at the contractual level, but workers still enforced extra-contractual rules at the shop floor level and in daily work processes. They thus conclude that the workers still wielded power in the production process. See William Finlay, *Work on the Waterfront: Worker Power and Technological Change in a West Coast port* (Philadelphia: Temple University Press, 1988); and David Wellman, *The Union Makes Us Strong: Radical Unionism on the San Francisco Waterfront* (Cambridge, UK: Cambridge University Press, 1995). Undoubtedly, workers developed and possessed new skills in the automated workplace and employers were still dependent upon workers' knowledge to maintain and increase productivity. However, skills are not the root-source of workers' power, even though having certain skills gives workers more leverage when they individually bargain with their employers. Rather, workers' power resides in their collectivity and is sustained by their solidarity actions. Moreover, an examination of who controls new technology and for what purposes it is used is missing from Finlay and Wellman's analysis.

informed the workers in advance about specifics of the criteria for promotion and then retroactively applied the new criteria to the workers. In doing so, they argued, the union also violated its duty of fair representation. Judge Harris held that nothing of that kind of arbitrariness was found in either the employers or the union's decisions or conducts. Without giving any explanation of why, he ruled that the purpose of setting the new promotion standards was "reasonable" and "appropriate" and no discriminatory conduct was found in implementing the standard to the B-men.<sup>49</sup>

The second part was about the claim made by the employers and the union that the B-men should have exhausted the internal grievance procedure stipulated by the contract bargaining agreement before they filed their complaint to the court. Judge Harris upheld the claim and ruled that the B-men were disqualified to seek relief from the court because they had failed to exhaust the grievance-arbitration procedure of the ILWU-PMA contract, according to which, the B-men should have taken their grievances to the Coast Arbitrator when they disagree with the Coast Labor Relations Committee ("Coast Committee")'s 1964 decision on their appeals.<sup>50</sup>

By the late 1970s, the scope and definition of a union's duty of fair representation had developed further from the time when the U.S. Supreme Court had ruled in the *Steele* case in 1944 and also since the *Vaca* case in 1967. The discussions at a 1977 conference on the duty of fair representation cases indicated that many workers had brought lawsuits against their unions for not representing them fairly in processing or settling their grievances,

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<sup>49</sup> *Williams, et al. v. PMA, et al.*, Civil No. 42284, Judge George B. Harris, "Finding of Fact and Conclusions of Law," August 27, 1976, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-1984, BANC MSS 85/169 C, Box 2, Folder 2, Bancroft Library, Berkeley, California; and Chapter 9, above.

<sup>50</sup> *Ibid.*

and the U.S. Supreme Court had broadened the scope of what constituted a union's duty of fair representation by ruling that even a "negligent" handling of a grievance should amount to unfair representation.<sup>51</sup> Moreover, by 1980, several courts had ruled that a complaint alleging breach of the duty of fair representation in *negotiating* a collective bargaining agreement would not be subjected to the exhaustion requirement.<sup>52</sup> Although the decision that a union's negligence could amount to a breach of its duty did not affect the B-men's case, the ruling regarding exhaustion requirement positively influenced it when the U.S. Court of Appeals for the 9<sup>th</sup> Circuit Court finally delivered its decision on the *Williams v. PMA* case in February 1980.<sup>53</sup>

The 9<sup>th</sup> Circuit Court held that Judge Harris's ruling on the exhaustion issue was in error. The court acknowledged that the labor law, in general, required a union and its members to exhaust the exclusive remedies provided in the contract agreement before they sought judicial intervention in a case involving a breach of contract. However, the court agreed with the arguments made by the B-men's attorney in this matter when it stated that the B-men had exhausted all available procedure stipulated by the contract because the PMA-ILWU contract agreement provided the B-men with no further means to pursue their grievances when the Coast Committee unanimously affirmed the Port Committee's decision. The court also agreed with the B-men that their complaint did not fall under the

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<sup>51</sup> The 1976 *Hines v. Anchor Motor Freight, Inc.* case provided the interpretation of the law. Regarding the discussion at the conference, which was held in April 1977, see Jean T. McKelvey ed., The Duty of Fair Representation: Papers from the National Conference on the Duty of Fair Representation (New York: New York State School of Industrial & Labor Relations, Cornell University, 1977).

<sup>52</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, the United States Court of Appeals for the 9<sup>th</sup> Circuit, "Appeal from the United States District Court for the Northern District of California," Dunway and Kennedy, Circuit Judge, and Bonsal, District Judge, February 8, 1980, p. 8, National Archives and Records Administration, Kansas City, Missouri.

<sup>53</sup> The three judges were: Anthony Kennedy, Ben C. Duniway, and Dudley B. Bonsal. Judge Kennedy, who would be appointed to the U.S. Supreme Court in 1988, wrote the opinion.

discrimination clause (Section 13) of the contract agreement and thus the B-men did not have to follow the grievance procedure stipulated by the section.<sup>54</sup>

In addition, the B-men alleged that the ILWU breached its duty while negotiating the new promotion standards. Although the B-men's complaint was not directly about the union's breach of its duty in negotiating contract provisions, the ILWU and the PMA's negotiation on the promotion standards would ultimately be incorporated into their contract agreement. For that reason, the case should be treated as one complaining of a union's breach of its duty in negotiating a collective bargaining agreement and thus the B-men should be exempted from the exhaustion requirement, the 9<sup>th</sup> court ruled.<sup>55</sup>

Despite their victory on this part of the ruling, the B-men did not achieve an ultimate triumph. The appellate court upheld the other part of Judge Harris's decision that the union made no breach of its duty of fair representation. According to the ruling, although the union participated in creating an inferior class of workers and providing A-men with better terms and conditions than B-men, creating and maintaining two class statuses within one workplace could not constitute a violation of its duty. On the contrary, creating the B-men status was necessary for the industry and thus by doing so, the union had taken a "good faith position." Regarding the B-men's complaint about union's participating in negotiating new promotion standards and implementing them retroactively, the court also held that the union did not breach its duty because the B-men should have known that their misconduct would have adversely impacted their promotion process.<sup>56</sup>

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<sup>54</sup> Dunway and Kennedy, Circuit Judge, and Bonsal, District Judge, February 8, 1980, pp.7-9; and Chapter 6 and Chapter 9, above.

<sup>55</sup> Dunway and Kennedy, Circuit Judge, and Bonsal, District Judge, p. 8.

<sup>56</sup> Ibid., pp. 11-13.

The court decision portrayed the B-men as unreliable and dishonorable workers because they had been cited with several violations in availability, LMO, or pro-rata payment rules. Referring to the NLRB decision on the Johnson Lee case, the court stated that those who made a late pro-rata share might not be able to become “conscientious and reliable” workers. For those who were accused of chiseling, the court mentioned that they could not convincingly argue that they would “improve the work force.” For those who did not meet availability requirement, the court also agreed with the union and the employers’ argument that they would not help the industry’s need for a “steady, permanent work force.”<sup>57</sup> The court also sustained the argument by the ILWU and the PMA that an overwhelming majority of the total number of B-men was able to be promoted and thus the 82 men’s deregistration was caused by their own fault.

Moreover, the court ruled against the B-men’s claim that the PMA and the ILWU violated the contract agreement when they modified the promotion standards without writing them down-- an action that was required by the contract. The court held that the promotion standards were a mere elaboration of the basic terms of the agreement and thus the two parties did not have to follow the provision that required them to write down the adopted standards.<sup>58</sup>

In response to the ruling, Arthur Brunwasser, the B-men’s lawyer, and his co-counsel Fred Kurlander requested a rehearing. They argued that the panel of circuit judges misconstrued the records and rules when it ruled that there was nothing new about the 1963 promotion standards. They re-emphasized that before 1963 no longshoreman had ever been

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<sup>57</sup> Ibid., p. 15.

<sup>58</sup> Ibid., pp. 16-17.

fired for the same reasons that the B-men were fired. Moreover, by the rules that the B-men had received in 1958, the B-men had already paid all the penalties imposed upon them for any rule violations. If the rules had meant differently, then the union's failing to explain the B-men about their rights and duties under the contract was a clear violation of its duty of fair representation, as ruled in the *Retana* case.<sup>59</sup>

They continued to argue that if the B-men had known that late pro-rate payment, for example, could result in deregistration, they would not have logically chosen to pay the dues late, just as the referee of the California Unemployment Insurance Appeals Board had stated in 1964 when he had examined the B-men's case and had subsequently ruled for the B-men based on similar logic.<sup>60</sup> The B-men's lawyers cited some of the B-men's testimonies demonstrating their sense of unfairness in their losing their employment. One man stated, "The only thing I have against me where [sic] I did pay was dues and penalties, like the Union says. If you want me to pay the penalties and take my job for that really, I don't think that's just."<sup>61</sup>

Moreover, the lawyers claimed that the appellate judges failed to consider the fact the B-men pursued via their lawsuit the goal to be reinstated as B-men, not as A-men. Even if the B-men were to admit that they were not eligible to become A-men, they did not

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<sup>59</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, the United States Court of Appeals for the 9<sup>th</sup> Circuit, "Petition for Rehearing and Suggestion of Appropriateness of hearing," Arthur Brunwasser and Fred L. Kurlander, March 7, 1980, Materials Relating to I.L.W.U. Case, Longshoremen –B List, 1963-1984, BANC MSS 85/169 C, Box 2, Folder 2, Bancroft Library, Berkeley, California; and *Nora Retana et al., v. Apartment, Motel, Hotel and Elevator Operators Union, Local 14, AFL-CIO et al.*, No. 23,624, United States Court of Appeals for the Ninth Circuit, 453 F.2d 1018; 1972 U.S. App. LEXIS 11939; 79 L.R.R.M. 2272; 67 Lab. Cas. (CCH) P12,357, January 10, 1972.

<sup>60</sup> *George R. Williams, et al. vs. Pacific Maritime Association et al.*, No. 77-1398, Brunwasser and Fred L. Kurlander, March 7, 1980, pp. 8-10.

<sup>61</sup> *Ibid.*, p. 11.

believe that they should be deregistered, because no rules ever specified the conditions in which the B-men could lose their employment.

As Brunwasser pointed out, the court completely failed to examine whether the B-men's past infractions of some rules could have possibly provided the employers and the union with enough contractual reasons to discharge them. In other words, the B-men might not have been perfect employees, as the court described, but the fact itself could not have justified their deregistration, unless the contract agreement had specified the conditions for deregistration or there were historical precedents that could validate the decision. The court ruling also demonstrated how easy it could be for the legal system, and capitalist society, in general, to legitimize a sacrifice of a certain number of workers in the process of restructuring an industry or the economy in the name of efficiency or progress. In addition, the court decision validated what the employers and the union had argued a dozen years ago that a union could not satisfy all the workers in the unit in any case and that a mere act of treating a minority number of workers in an inferior way should not constitute unfair representation.

When the appellate court refused to rehear the case, the B-men filed an appeal to the U.S. Supreme Court, which would be their last resort. Several progressive groups that were concerned about or organized to promote union democracy submitted *amici curiae* or "friends of the court" briefs in support of the B-men. These groups were Teamsters for a Democratic Union, Independent Skilled Trades Council, Union Women's Alliance to Gain Equality (WAGE), The Bell Wringer, National Labor Law Center of the National Lawyers



Guild, and Association for Union Democracy, Inc.<sup>62</sup> Teamsters for a Democratic Union, a caucus within the International Brotherhood of Teamsters (IBT), had been established by IBT members in the 1970s. Their *amici curiae* brief contained arguments that were similar to what B-men's attorney's had produced, but it further emphasized the aspect that the B-men had been politically prosecuted due to their dissident voices against some of the union officers and their policies -- precisely the argument that Weir had made in his 1965 affidavit.

Meanwhile, the relationship between Stan Weir and his lawyer Brunwasser began to fall apart. During the initial stage of the lawsuit, Irving Thau had been the main litigator whose arguments had been formulated based on Weir's affidavit claiming the hostile intent of several union officers toward him and focusing on the lack of representation of the union in the grievance process. However, while preparing for the trial, Brunwasser had changed the angle of his argument to proving the union's arbitrary conducts in negotiating and implementing the new promotion rules. By doing so, he focused away from showing the ILWU's hostile discrimination against Weir.<sup>63</sup> Brunwasser also had argued that the union could not possibly have fairly represented the B-men because of its contradictory position when it had agreed to create a second class of workers in one workplace. After the 1980 appellate court decision, Weir believed that the B-men lost their case because Brunwasser

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<sup>62</sup> The Independent Skilled Trades Council was a rank-and-file caucus within the United Automobile Workers of America. For the description about each group, see *George R. Williams, et al. v. PMA et al.*, In the Supreme Court of the United States, October term, 1980, "Brief of Teamsters for a Democratic Union, Independent Skilled Trades Council, Union Women's Alliance to Gain Equality, the Bell Wringer, National Labor Law Center of the National Lawyers Guild and Association for Union Democracy, Inc., *Amici Curiae* in Support of Petition for Certiorari.

<sup>63</sup> See Chapter 9, above; and Letter from Arthur Brunwasser to LJDC Steering Committee, November 14, 1980, p. 3, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-1984, BANC MSS 85/169C, Box 2, Folder 2, Bancroft Library, Berkeley, California.

changed “the fundamental basis of argument” by dropping the claim about hostile intent of union officers toward him.

When Brunwasser was preparing a brief for the U.S. Supreme Court, Weir contacted Brunwasser and conveyed his desire to discuss any possibility to change the argument in the brief to be submitted to the Supreme Court. When Brunwasser failed to meet with him, Weir and other steering committee members sent a letter to Brunwasser and pointed out the problem of his having dropped the argument on hostile intent. They also chastised him for failing to meet with them to discuss the content of the brief prepared for the country’s highest court:

We are at a loss to understand your action, shocked. It is as if you have taken an attitude that somehow-someway, we are an enemy. . . . There is no reason why the law and legal proceedings should be cloaked in mystery for the people who, while they do not practice law, are expected to live by it. The divorce between the letter of the law and the way life is lived is sustained by institutionalized disrespect for “lay people”. Cases are not lawyer property and the law is not designed to give lawyers total control over the cases they take.<sup>64</sup>

In response, Brunwasser sent a twenty-one-page letter to the B-men after he submitted the brief to the court and explained why he had failed to meet with the steering committee members. For him, he had met most B-men many times during the previous fifteen years and had discussed together the strategy of the case. After the trial was over, no new evidence or arguments could be presented other than what had been already presented in the lower courts, and thus there was no need for him to meet with his clients at the point of writing a brief for the Supreme Court to discuss any new strategy. Rather, his obligation as their lawyer was to do his best in writing the brief and submit it before the deadline. He

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<sup>64</sup> Letter from Longshore Jobs Defense Committee to Arthur Brunwasser, September 19, 1980, p. 2, BANC MSS 85/169C, Box 2, Folder 2, Bancroft Library, Berkeley, California.

expounded that unlike the presentation of oral testimony at trial, the preparation of appellate briefs was “exclusively an arena for lawyers.” He continued:

It is unfortunate that many aspects of the law are, indeed, “cloaked in mystery,” but that is something we have to live with. . . I did not create the system and I am not responsible for it. My job was to do whatever was possible in your behalf within that system.<sup>65</sup>

His letter revealed in detail the underlying reason why he had changed the basis of argument. During his investigation in preparing for the trial, Brunwasser had tried to find evidence legally proving the claim that Weir had been a target and the union had fired other B-men to get rid of Weir. When Brunwasser asked the B-men if they knew of any facts indicating that Weir had been treated with hostility, they did not remember. If they did, they heard about the situation from Weir. While deposing several union officers, Brunwasser also faced the difficulty of finding legal evidence to accuse them of treating Weir with hostility. In other words, believing what Weir claimed was one thing, but legally proving it was entirely another. As a result, Brunwasser decided to focus on the arbitrariness of the union’s conducts to prove breach of its duty of fair representation. He subsequently met with a number of his clients including Weir and discussed the strategy with them.

Brunwasser understood that Weir had contributed to the B-men’s cause in many ways, especially in publicizing the case and raising funds. However, from his position as a lawyer whose job was to win the case by using legal arguments, how Weir wanted to handle the case made his job not easier. Weir’s claim that the B-men had known that they had to maintain “an absolutely clean record” did not help his legal strategy. Weir intended to claim

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<sup>65</sup> Letter from Arthur Brunwasser to LJDC Steering Committee, November 14, 1980. BANC MSS 85/169C, Box 2, Folder 2, Bancroft Library, Berkeley, California.

his own innocence when he made the remark, but ILWU and PMA lawyers used his statement to argue that the B-men had known about the rules and therefore the change in penalties had not mislead them in any way. Brunwasser felt that Weir had attempted to “inject himself into the proceedings” during the trial – an action that was not also helpful.<sup>66</sup> Brunwasser honestly stated that Weir had had a “demoralizing effect” on him for a long time.

Despite the difficulties, Brunwasser claimed that he had not talked about the issue earlier because he had tried to focus on the case and also because he found inspiration from other B-men who showed their dignity in the course of fight by giving ILWU officers and their lawyers, at grievance hearings or during the trial, a hard time because they presented a logical reason why deregistering them was unfair – a logic that helped Brunwasser in making the case for the B-men. He especially appreciated how Cleo Love handled Harry Bridges at the 1964 Coast Committee hearing. Brunwasser had incorporated the minutes of the hearing into his arguments and into a brief to the appellate court as a compelling piece of evidence to prove the case.<sup>67</sup> He stated, “[I]f we obtain a hearing in the Supreme Court, I feel certain that we will owe that success to Cleo Love and the way he handled himself in front of the Coast Committee.”<sup>68</sup>

Brunwasser believed that his changing the direction of the argument for the case made Weir unhappy because he had “ceased to be the central figure in this litigation.” For that reason, Weir’s request to change the basic argument to obtain a hearing from the Supreme Court did not appear as a surprise to him. Moreover, he was convinced that although the letter chastising him for failing to meet with the B-men was sent to him by the

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<sup>66</sup> Ibid., p. 9.

<sup>67</sup> For the detail on this hearing, see Chapter 6, above.

<sup>68</sup> Letter from Arthur Brunwasser to LJDC Steering Committee, November 14, 1980, p. 10.

LJDC steering committee, it must have been originally written by Weir who wanted to blame him for losing the case at the trial and in the appellate court.<sup>69</sup> He did not believe that most other B-men would share Weir's sentiment. Nevertheless, at the end of the letter, he affirmed them that he would do his best for his clients including Weir, if the Supreme Court granted review, but he also advised that if they wanted to change their lawyer, then they should do so immediately because their lawyer must submit his brief on the merits of the case within a short period after the court granted review. He also informed them about the statute of limitations of filing a claim against him for any professional negligence, if they felt that he had been guilty of doing so.

In response to Brunwasser, the LJDC steering committee members sent a letter stating that he should not have sent the letter to them because it served "to divide" LJDC members. They expressed that they disagreed with him about Weir being the "disrupter" of the case. They stated, "Stan has been a top positive figure in this case from the first till the last."<sup>70</sup> Weir also denied the statement that he had demoralized Brunwasser for a long time. He interpreted Brunwasser's language as inferring that he was guilty of what the union and the PMA alleged against him and thus he thought that the letter could damage the case.<sup>71</sup> Weir later recalled that since this incident, "[t]he problem between us clients and our attorney of record got escalated, very probably without hope of solution, and will ever remain a source of grief and loss."<sup>72</sup>

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<sup>69</sup> Ibid., pp. 19-21.

<sup>70</sup> Letter from LJDC to Brunwasser, November 23, 1980, BANC MSS 85/169C, Box 2, Folder 2, Bancroft Library, Berkeley, California.

<sup>71</sup> Letter from Weir to LJDC, January 5, 1981, BANC MSS 85/169C, Box 2, Folder 2, Bancroft Library, Berkeley, California.

<sup>72</sup> Weir, Singlejack Solidarity, ed. Lipsitz, p. 359, note # 28,.

On January 12, 1981, the U.S. Supreme Court denied to review the case.<sup>73</sup> Weir expressed his and his fellow men's feelings as followed: "We were finished. It felt just that abrupt. The case had been a central activity half our adult lives and a period of adjustment was forced upon all participants."<sup>74</sup> Weir doubted that they would have filed the lawsuit in 1964 if they had known that the legal battle would take so many years. Nevertheless, giving up and walking away without a fight had been also unthinkable. The B-men, therefore, expressed a pride in putting up "a good long fight."<sup>75</sup> Although they could not obtain their original goals -- clearing their names and getting the jobs back--, they gained and produced intangible, but more valuable, things in the process, such as knowledge about the capitalist social and legal system and life-long friendships.<sup>76</sup>

Regarding the B-men's relationship with Brunwasser, Weir later regretted that it ended the way it did. He acknowledged that Brunwasser deserved more recognition for the work that he had put into the case.<sup>77</sup> Because he had spent almost sixteen years of his life on the B-men's case, Brunwasser vividly remembered it when he was interviewed after thirty three years passed.<sup>78</sup> When asked about the falling-apart of his relationship with the B-men, Brunwasser explained that without the letter incident, losing the contact with the B-men might have happened anyway, because it was not uncommon for a lawyer to get distanced from his former clients after he lost their case. However, the last letter that LJDC steering committee members had sent to him stating their disagreement with him and their sincere

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<sup>73</sup> *Williams et al. v. Pacific Maritime Assn. et al.* No. 80-499. Supreme Court of the United States. 449 U.S. 1101; 101 S. Ct. 896; 66 L. Ed. 2d 827; 1981 U.S. LEXIS 487; 49 U.S.L.W. 3494; 90 Lab. Cas. (CCH) P12,552; 106 L.R.R.M. 2137. January 12, 1981.

<sup>74</sup> Weir, "New Technology," in *Singlejack Solidarity*, ed. Lipsitz, p. 65.

<sup>75</sup> *Ibid.*, p. 66.

<sup>76</sup> For details about this aspect, see Chapter 9, above.

<sup>77</sup> Weir, *Singlejack Solidarity*, p. 359, note #28.

<sup>78</sup> Brunwasser, Interview by author, September 8, 2014, San Francisco, California.

support for Weir did not end his relationship with all of his former clients. Years later, a black B-man contacted him and asked him to represent his son in a legal case.<sup>79</sup> For him, this incident validated his belief that despite their hurtful words in the letters, his clients did not lose their respect for and their trust in him.

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<sup>79</sup> Brunwasser subsequently took the case. He did not reveal the names of the B-man and his son because he did not want to violate attorney-client privilege. Brunwasser, Interview, September 8, 2014.

## Conclusion

Historian Stanley Aronowitz in his “Why Work?” defines “workplace democracy” as a process in which all categories of workers participate in setting “production norms,” determining “what is to be produced, how much, by whom,” and designating “technologies appropriate to ecological, physical, and economic conditions.”<sup>1</sup> This kind of democracy requires a redesign of the whole political economic structure. The meanings of labor and work in this society would be entirely different from how they are perceived in the current system. This would also entail totally new human relationships. The West Coast longshoremen in the late 1930s did not create this level of workplace democracy. They did not restructure the entire system. Nor did they take control over what and how much society should produce for human needs, let alone acquire power to make decisions regarding how much work should be created within the stevedoring industry. Their registration system revealed the inherent limitation of their authority over these aspects.

Nonetheless, what the longshoremen established prefigures a possibility of this kind of workplace democracy. Their new dispatching system called “Low-Man-Out” proved that when rank-and-file workers controlled employment opportunities, they had better ideas about how to share available jobs more democratically and equally. Certainly, the idea of sharing work opportunities did not emerge naturally. It stemmed from their learned experiences in a long struggle against their employers’ exploitive policies under shape-ups and fink halls in the early 20<sup>th</sup> century. Many scholars of the West Coast longshoremen have emphasized how the 1934 strike eliminated shape-ups and referred to the process of

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<sup>1</sup> Stanley Aronowitz, “Why Work?” *Social Text*, No. 12 (Autumn, 1985): 41.



establishing the new hiring system as “decasualization.” However, what the longshoremen got rid of was not merely shape-ups but also steady men hiring practices that coexisted with the former. The term decasualization, therefore, does not conceptualize the entirety of what the longshoremen established in the 1930s. For the longshoremen, the low-man-out system was not about having a steady job, but rather about having a completely different way of maintaining job security by means of enacting their vision of equality, enjoying a greater sense of freedom, setting up new criteria in employment, and ultimately about having power -- who controlled the hiring and work processes.

The port-wide low-man-out system resulted in not only giving the workers considerable leverage in dealing with their employers but also helping them establish several important jobsite work rules, such as sling load limits and four-on and four-off. The combination of the new dispatching system and the work rules thus enabled workers to control the nature, pace, and the purpose of work. Many work rules, as well as various dispatching rules, were not something printed in the contract agreement. On the contrary, rank-and-file workers enforced the rules as they practiced them. As San Francisco longshoreman Reg Theriault points out, such work rules as “on and off” and “multiple handling” could not be “a matter of negotiation in union contracts” from the viewpoint of the employers who would never officially allow these rules. Union negotiators, who focused on tangible goods like wages and fringe benefits and did not actually perform the work at the point of production, lacked knowledge and imagination to even think about the necessity of these rules.<sup>2</sup>

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<sup>2</sup> Reg Theriault, How to tell When You're Tired (New York: W.W. Norton & Company, Inc.), p. 100-101.

Moreover, the fewer things are spelled out in the contract agreement, the more rank-and-file workers can exercise control over their work processes in many ways, because a labor contract agreement often functions as a rule book that regulates the boundaries of workers' conduct and behavior. While practicing their own rules, workers can renegotiate on the shop floor how the work should be done. In doing so, workers become the embodiment of a union and control the direction of their fate in a constant course of organizing direct actions. In this case, as Aronowitz states, a union stops functioning as an "insurance" company but becomes a "community" of workers and exists not for and by a contract agreement, but for and based on worker solidarity.<sup>3</sup>

Indeed, the West Coast longshoremen could practice these work rules only because they organized themselves at the point of production. As Theriault argues, in order to practice "on and off," workers needed to coordinate their actions and cooperate with one another. In the process of practicing these rules, gangs or "informal work groups," as in Stan Weir's term, wielded power on the jobsite and generated new human relationships and a culture of strong worker solidarity, without which they could not have sustained the rules for a long time against the employers' constant attempts to eliminate them.<sup>4</sup>

These work rules also demonstrated that the workers possessed better knowledge about how the work should be done. For example, the employers argued that on and off was an inefficient practice, slowing down productivity. However, from the viewpoint of workers who actually did the job, on and off was a more efficient, as well as humane, way to do the job because in order to perform the work well for a long period, they needed a break to

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<sup>3</sup> Aronowitz, "Why Work?," pp. 41-42.

<sup>4</sup> Stan Weir, "A Study of the Work Culture of San Francisco Longshoremen" (M.A. Theses, University of Illinois at Urbana-Champaign, 1974), p. 190.

recharge their energy. Evidently, the employers preferred a labor system like a shape-up, in which they could constantly replace workers who quit, who were sick, or who died on the job. Consequently, they discredited worker knowledge about the ways in which human working conditions could increase productivity as an excuse to work less. The employers thus coined the term “featherbedding” and called those who were “off” as “unnecessary men” in order to create a negative image about an “on and off” practice and then embellished their exploitive, inhumane, and unsustainable plan with such language as “rationalization” and “modernization.”

Workers’ desire to humanize their labor time against the management’s effort to “rationalize” it and the management’s attempt to discredit workers’ knowledge about production can be found in many different workplaces and at different times. Bill Watson in his Counter-planning on the Shop Floor discusses how auto factory workers in the 1960s organized concerted and coordinated actions to disrupt the management’s plan to produce a motor that was designed without a concern about its utility. Watson also examines how managers claimed a “rational plan” for an inventory work and vitiated workers’ self-activity to do the same work in a shorter time period. As he concludes, the managers’ claim for rationalization was ultimately about who had authority over labor time, rather than whose plan was more efficient or whether the end-product was actually useful for human lives, not to mention ecologically sustainable.<sup>5</sup>

When the San Francisco longshoremen established new democratic institutions, they also developed more equalitarian visions in dealing with registration processes. Whenever there was not enough work and caused union officers to propose that the local should

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<sup>5</sup> Bill Watson, Counter-planning on the Shop Floor (Somerville, MA: New England Free Press, 1971)

deregister some longshoremen, the membership voted down the proposal, except for one case. Many members argued that deregistering some of their co-workers would create a little more wages for the remaining members but a lot of hardship for the deregistered. Some of them envisioned that they should fight for shorter-hour day with the same amount of paycheck. By doing so, they would create enough jobs for all and thus no one had to suffer.

For rank and file workers, the idea about shorter work day stemmed from their sense of worker solidarity, believing that it would create more jobs for a larger number of working people. Jonathan Cutler in his study about the shorter-hour week demand by Ford auto plant workers in Detroit during the 1940s and 1950s also shows that rank-and-file workers often focused on job security for a larger pool of workers, whereas their top union officers minimized workers' equalitarian vision underneath the demand and attempted to channel their ideas narrowly into wage issues.<sup>6</sup>

In the longshoremen's case in the late 1950s, Harry Bridges and top officers of the International Longshoremen's and Warehousemen's Union (ILWU) expropriated the idea of shorter work day by persuading workers to embrace mechanization. For example, the workers sought 8-hour shifts, instead of current 9-hour ones, without cutbacks in wages, but the officers claimed that in order to do so, the longshoremen had to abandon the work rules and accept mechanization. They also argued that the machinery would not only shorten the work hours but also make the work easier. The rank and file's radical vision of creating more jobs for more workers with their idea of shorter-hour work was completely missing in

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<sup>6</sup> Jonathan Cutler, Labor's Time: Shorter Hours, The UAW, and the Struggle for American Unionism (Philadelphia, Temple University Press, 2004).

the officers' arguments. Not surprisingly, Bridges's vision was to accommodate the management's plan to reduce the total workforce in a near future.

The process of the negotiations for the first M & M Agreement and the result proved that what the employers fundamentally wanted was to get rid of the "restrictive" work rules and take authority away from rank-and-file workers over work processes. Apparently, the ILWU's high ranking officers also did not like to see workers' having more power than they themselves had and cooperated with the employers' plan. They persuaded the rank and file that the automation was inevitable and that they should get monetary benefits from it when they could. By the time when the first M & M expired, the employers gained a considerable amount of power to decide how many men would be needed and what method should be used in each operation.

To be sure, the work rules did not disappear completely in one day. Even though the 1959 interim mechanization agreement prohibited on and off and the 1961 M & M Agreement removed most of other remaining rules, workers attempted to continue practicing some of the customary rules and organizing slowdowns and quickie strikes. By the same token, the force that weakened rank and file power at the point of production did not emerge in one day, but it was growing already in the 1950s when the ILWU encouraged workers to use "formal" procedures, not jobsite actions, to solve their grievances and received, in return, welfare benefits and higher wage rates. The bureaucratization of grievance handling and focusing on monetary gains through negotiations at the bargaining table unavoidably shifted where power resided. This force was inherent in the collective bargaining system established since the 1930s, but it was latent for years and thus invisible when rank and file jobsite actions were strong. Nevertheless, it gained momentum in the late 1950s.

Economist Paul T. Hartman saw considerable irony in that Bridges, along with some other 1934 generation longshoremen who had contributed to the establishment of the work rules in the 1930s, led the decision to abandon the rules twenty five years later.<sup>7</sup> But the fact that Bridges and some of the top union officers had been militant in the 1930s might have been one of the reasons why many rank-and-file workers decided to go along with their suggestions. It may be possible for workers to think that because of what Bridges and the ILWU had done in the 1930s, they could trust the officers and believe that those who had been very militant would not betray them so easily. However, a weapon used by workers to empower themselves at one point could turn into a tool for their employers to dismantle their power at another time. Being aware of this tension could have enabled the longshoremen to develop new weapons to empower themselves at different historical moments, rather than to keep old ones, believing that the aged weapons would be as sharp as they had been many decades ago.

The 1959 B-men who toiled at the point of production as second class workers in this transitional period were in a unique position to see new problems emerging from the M & M Agreement. New methods in handling cargo items affected mostly the B-men's work processes. For Theriault, who began to work in 1959 as a B-man, coffee handling was the best example of these changes. When hold men were forced to use pallet boards, instead of rope slings, and had to sort out coffee sacks before they placed them on the boards, the nature of the work dramatically changed.<sup>8</sup> But it did only for the hold men who actually handled the cargo and lifted the weight of the sacks with their own bodies. Nevertheless, the

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<sup>7</sup> Paul T. Hartman, Collective Bargaining and Productivity: the Longshore Mechanization Agreement (Berkeley: University of California Press, 1969), p. 3.

<sup>8</sup> See Chapter 7, above.

contract agreement was initiated by ILWU top officers, who did not have to work the coffee at all, and was voted for by pensioners and many older and skilled longshoremen, such as winch and jitney drivers, whose work processes were never affected much from introducing this method.<sup>9</sup> On the other hand, all B-men working mostly in the hold were not allowed to vote. In other words, those whose work was most affected by new methods and who thus were aware of the problems entailed by the new agreement were excluded from the decision-making processes. Theriault's account provides an insight into what happens when decisions are made by those who do not actually work and thus do not possess knowledge about how the work should be done in a humane manner.

Moreover, the B-men understood better than anyone the exploitive nature of new work processes that had arisen from the abandonment of the old work rules and the reduced manning scale. By overloading the sling, the employers brought back speed ups to the waterfront. Hold men could not easily organize four-on and four-off any longer because the manning scale was cut in half, resulting in having only four men working in the hold in most operations. Besides, the availability requirement imposed upon them and ranking them according to their availability records not only prevented them from taking a second job even when the waterfront had no jobs for them but also had a disciplinary function.

The B-men did not take their roles as assigned and their demeaning second class status without resistance. More than a quarter of the original 743 B-men left the waterfront permanently within three years. Many remaining men were cited for not being available as required or for refusing to work as directed. Some of them spoke out against the M & M Agreement and defied orders from some of the local union officers who showed an

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<sup>9</sup> Theriault, How to Tell When You're Tired, p. 45-46.

unwavering loyalty to Bridges and his opinions. But more importantly, they organized themselves to improve their conditions. They elected their representatives and sent them to speak for them at some of union executive committee meetings. Weir, one of the three representatives, gave a well-prepared presentation about B-men's grievances at a union meeting. How the B-men organized themselves prove the uncontainable nature of working people's self activities for justice.

The organizing activities of remaining B-men were an interracial effort, but it is important to recognize that over 60 percent of the original B-men were black workers, and when 200 men left the industry, the portion of black men among the remaining men increased to over 70 percent, because most of those who had left were white. The fact that the chance to get another job, especially a decent one, in the urban setting of the era for black men was several times more difficult than for their white counterparts due to racism must have influenced their decision to stay on the waterfront. As Clarence Lang argues, in the name of introducing automation, many industries created "structural unemployment" for many black men whose jobs were eliminated or transferred to those who possessed new skills to deal with the latest machines.<sup>10</sup> Although this process did not explicitly exclude black men from taking new skilled jobs, a long history of racism created a social structure that benefited white men who had more opportunities to receive a higher education to learn new skills and possessed more resources to support their educational expenses.

Nevertheless, by 1960, almost half of the total membership of Local 10 was black and its low-man-out system did not discriminate against anyone based on race, although it

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<sup>10</sup> Clarence Lang, *Grassroots at the Gateway: Class Politics & Black Freedom Struggle in St. Louis, 1936-75* (Ann Arbor: The University of Michigan Press. 2009), pp. 129-133.



did so based on status. But status was one thing that they could overcome. Many black B-men expected that they would be promoted soon to fully registered status, and they would then enjoy equal treatment. Moreover, containerization had made a very small impact on their work processes by this time and most cargo items had to be moved and stowed by longshoremen. Many hold men still had to figure out together how the work should be done and they enjoyed working closely as gang members and partners. For these reasons, as Willie Jenkins, Jr., stated, working on the San Francisco waterfront was “the greatest thing” for black men at the time.<sup>11</sup> Although there was a lot of hardship caused by abandoning the work rules, they would have to deal with many different adversities including overt racism in other workplaces as blacks. Therefore, black B-men had a vested interest in changing the working conditions by organizing themselves.

Apparently, the employers and the ILWU fired a disproportionately large number of black men in 1963 by setting up unprecedented promotion standards, although the industry hired at the same time another large number of new B-men. Many of the deregistered men believed that they were fired because of their outspoken criticism against the M & M Agreement or because their insubordinate attitudes toward their superiors. This suggests that more black than white men had defied their roles unilaterally imposed upon them by the employers and the union. Even if one accepts that the B-men were fired for the alleged rule violations, the key point changes little, because firing longshoremen for non-availability, late union dues payments, and low-man-out violations demonstrated that the employers were interested in keeping more disciplined workers. But another aspect of structural racism

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<sup>11</sup> Willie Jenkins, Interview Transcript, p. 2, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169C, Box 1, Folder 7; and Chapter 9, above.

could have admittedly been in play. Low availability rates for a larger number of black men could mean that more black workers might have taken a temporary job in another workplace, rather than showed up in the hiring hall and waited for a job assignment during the time when there was no prospect of getting one, because they could not afford not to work another day, although their not showing up in the hall was a violation of the availability rule. Regarding late dues payment, as some B-men stated in their interviews, they had to pay bills first before they paid their dues. The dire financial situation of a large number of black men in comparison with white men reflects a long history of racial discrimination.

Nevertheless, when racial equality in the workplace was mainly gauged by the number of blacks employed in the industry, these aspects were never translated into understanding black B-men's lives in racial terms. The course of the deregistered men's struggle reveals that the local's high percentage of black membership, which had attracted many black B-men in the first place, did not function as a strength in their battle for clearing their names and getting their jobs back. Bridges used the fact to defend himself from any implication of racism in deregistering many blacks. Because many black community members and even some of their own family members believed that Bridges had been the main contributor to the recruitment of many black men in the local in the 1940s and that he would not fire black men for no reason, garnering a unified support from local black communities and their family members was also difficult for the B-men.

Some black B-men tried to make sense out of this situation by claiming their having a different sense of manliness, which could be read as a subversive and outspoken manner, from that of their elders. However, a careful listening to the B-men's interviews reveals that they contradicted themselves by mentioning at different times how their fathers stood up for

what was right and taught them to do the same. In order to understand this contradiction, it is important to recognize that social structure, in which racism is fundamentally woven, not only provides limited options to black working men as a whole, but it also offers them different opportunities at different times and in different places and thus divides them accordingly. In other words, the forces that cause a division within black people, including an intergenerational one, often originated from without. If they realize that structural forces have created conditions for their division, they could envision alternative ways to solve their problems together, rather than perceived the division as caused by fundamental differences among them. The realization often emerges in their collective effort to fight racism and other forms of oppression. To be sure, people in each generation necessarily rearticulate their vision for liberation on their own terms based on their own experiences. Nevertheless, a connection between them could be made if they find common purposes and have a commitment to make society better for all.

In the San Francisco longshoremen's situation, what both generations did not realize was what a strong force the M & M was in generating conditions for their division not only by offering different material benefits to them but also by creating different statuses among them and thus making the division more compounded. A connection could have been possible if the older generation had made more effort to understand the problems arising from the M & M Agreement and to solve the problems together with the younger men. But they decided to trust Bridges and other high ranking officers rather than the younger men. The M & M Agreement admittedly caused intergeneration tensions not only among black men. But younger black men might have expected more support from older blacks, which

could have been decisive to changing the entire direction of the lives of especially those who were deregistered.

By the end of the 1960s, an opportunity for longshoremen to make some connections across different generations and statuses arose, when they saw the devastating impacts of the two consecutive M & M Agreements and when they rejected the continuation of the agreement in 1971. The employers' seeking their own "steady men" was a polarizing factor, but it also played as a conduit to unite Local 10 members against the employers, international union officers, and the M & M Agreements. By the time of the strike, 70 percent of the longshoremen were the new generation who had begun their work as B-men. This demographic change must have contributed to the position of the local regarding many issues. For instance, the union's concern about the B-men's situation increased during and after the strike.

The struggle between the employers and Local 10 over the steady men issue demonstrated what the principle conflict had been about throughout the history of the relations between waterfront employers and longshoremen. After weakening the workers' power on the jobsite by getting rid of their work rules through the first M & M Agreement, the very next thing that the employers wanted was to take back their prerogative in the hiring process. The fight over the 1971 contract agreement again demonstrated where the employers' key interest resided: They refused to compromise in the steady men and manning scale provisions. These were also the most important issues for Local 10 and thus the local and the PMA continuously clashed with each other during the entire time of the strike.

What Local 10 fought for in their struggle against the steady men provision was important, but how the local organized their struggle was also significant. When local 10 officers and members could not do away with the provision because the second M & M agreement had given the right to the employers, the local organized actions that put “social pressure” on the jobsite: They visited the men who took a steady man position and talked them out of the job; and asked members at membership meetings not to take a steady man job. To a certain extent and for a brief period, they succeeded in this goal and made their employers adjust and rethink about their plan to have a certain number of steady men. When Local 10 could not eliminate the entirety of the steady men section from the 1972 contract agreement, they organized resistance by interpreting the contract language in their own terms. In other words, by adding some of their creative ideas to their knowledge about the work, the workers turned the contract language around to their own favorable interests. Their actions again proved that workers often enforced their own rules on the jobsite, even when their contract agreement prohibited them from doing so, and that what was spelled out in a contract agreement did not necessarily work the way the negotiators at the bargaining table had intended.

Apparently, the workers and the employers knew better than Bridges what the central issues were involving the steady men provision. Bridges argued that the time had come for the union to let go “of that cockeyed habit” of believing that there was something wrong with a longshoremen working steady.<sup>12</sup> He thus capitulated, at the end of the strike, to the demand of the PMA. In exchange, Bridges got a wage guarantee plan with increased wage

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<sup>12</sup> Harry Bridges, quoted in Lincoln Fairley, Facing Mechanization: The West Coast Longshore Plan (Los Angeles, Institute of Industrial Relations Publications, 1979), p. 263.

rates. For that reason, those who focused mainly on what Bridges demanded and what was printed on the contract agreement as the result of the strike might argue that what the longshoremen wanted from the strike was merely better wages. For example, when asked in an interview conducted in 1985 about the relationship between container handling issues and the strike, Norman Leonard, the union's lawyer, insisted that the strike was "a standard kind" of an "economic strike," although the problems of containerization should have been an issue.<sup>13</sup>

In many ways, the deregistered B-men's legal battle was another arena of the power struggle between the longshoremen and the employers, although the longshoremen did not see it in that way because the legal system shaped their relationship as foes -- plaintiffs and defendants. The employers attempted to justify the layoffs by arguing in the courts that the industry needed steady and highly qualified longshoremen in the wake of the mechanization plan and the deregistered men had failed to quality. For the judges in the *Williams* case, the employers' logic was reasonable enough, even though the criteria by which the B-men were fired had no historical and contractual grounds and had nothing to do with the ability to perform their jobs.

Indeed, there was a big gap between how the B-men perceived the meaning of fairness and how the judges defined fairness in the courtrooms. For the B-men, the employers and the union's placing them for several years in a second class status was egregiously unfair because they could not equally share work opportunities but had to take the most difficult work or no work at all. Their attorney Arthur Brunwasser reflected their

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<sup>13</sup> Norman Leonard stated, "The contract had run out and they just couldn't reach agreement on a lot of economic terms." Norman Leonard, "Life of a Leftist Labor Lawyer," Interview Transcript, p, 188, [Interview conducted by Estolv Ethan Ward in 1985], Regional Oral History Office, Bancroft Library, University of California, Berkeley, California.

sentiment when he argued during the trial that the union could not have possibly represented the B-men fairly because it had an inherent conflict of interest in representing both A-men and B-men equally. By participating in creating Class B-longshoremen and keeping them in their current position for a long time, the union virtually benefited A-men and inevitably represented only the A-men's interests. Nevertheless, the courts were least concerned about the workers' sense of fairness in this regard. As the 1980 appellate court decision stated, creating and maintaining two class statuses within one workplace could not constitute a violation of a union's duty. On the contrary, creating the B-men status was necessary for the maritime industry and thus by doing so, the union had taken a "good faith position."

Undoubtedly, nothing could have been more unfair for the B-men than being fired, after having endured the second class position for four years, because of past infractions, the penalty for which had been already paid. The employers and the union had never informed them that they could be fired for these infractions at the time before or after the violations had occurred. But then years later, they retroactively applied new promotion standards and took away the workers' jobs permanently – a logic that Cleo Love forcefully presented in his grievance hearing. For Brunwasser, the employers and the union's conduct in the process of changing the promotion standards and implementing them clearly fell within the legal definition of a violation of a contract agreement and a breach of a union's duty of fair representation. He thought that he had legal precedents to support this claim and strong evidence to prove it and thus he placed this argument as central to the case. After the trial, many B-men felt that Brunwasser did an excellent job in revealing "the truth." Nevertheless, the trial judge and the panel of the appellate court saw nothing unfair about the employers

and the union's changing the rules and implementing them whenever and however they wanted.

The union and the employers focused on jurisdictional matters in their attempt to get the case dismissed. But they lost their grounds for dismissal when the circuit court in 1967 ruled that the federal court had concurrent jurisdiction over a lawsuit alleging a breach of a contract and when the same court in 1980 decided that the B-men's case not only satisfied the "exhaustion" requirement but also was exempted from it. Nevertheless, the court ultimately agreed with the union and the employers that the collective bargaining system that they had established was crucial for keeping undisturbed industrial peace and productivity increases. Moreover, for the courts, the union's traditional way of dealing with registration, such as local membership's controlling the process and setting the promotion standards, must have been more peculiar and unsettling to accept than the centralized system after 1958 that gave more authority to the employers.

Brunwasser pointed out decades later that Judge George B. Harris's ruling in the trial demonstrated how much the ILWU had become part of the establishment. In matter of fact, by 1970, Bridges became a member of the San Francisco Port Authority, Bill Chester became the city's Bay Area Rapid Transit (BART) director, and James Kearney became the president of the City Planning Commission<sup>14</sup> Art Winters, one of the deregistered black B-men, also pointed out that judges and maritime employers were in the same "social circle" and thus judges' "social standing" influenced how they decided their cases. Bridges, as he

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<sup>14</sup> Larowe, Harry Bridges, p. 379; *The Dispatcher*, January 28, 1970; and Brunwasser, Interview by author, September 8, 2014, San Francisco, California.



opined, wanted to be part of this circle, and once he was in it, his actions also reflected his social positions.

The correspondences between Brunwasser and the B-men in 1980 -- while they were preparing for a petition to obtain a hearing in the Supreme Court -- reveal that not all B-men felt the same way about the focus of their legal strategies. Weir believed that his discharge had been concocted because of his position and actions against the M & M Agreement. Therefore, proving his innocence by showing union officers' hostility toward him would help serve some justice for himself and the B-men. Based on Weir's accounts, Irving Thau, the B-men's main litigator after they had fired Sydney Gordon, had argued the hostility element in the Fourth Complaint in 1965. But when Brunwasser investigated this aspect for the trial in the 1970s, he could not find enough collaborating evidence required in a court of law and he thus had to drop this approach. For him, proving arbitrariness of the employers and the union's conduct in negotiating and administering the rules could give the B-men the best chance to win the case. In this regard, Brunwasser concluded that Weir's testimony, in which he insisted that he had known the rules well and had never broken any of them, was not helpful for the case as a whole. Yet after losing the appeal, Weir suspected that the result might have been different if Brunwasser had not changed the angle of his argument.

This incident indicated that because the legal system defined the meanings and scope of what constituted a union's fair representation and a breach of a contract agreement, what Brunwasser could argue was already constrained. The system created a tension between aggrieved workers and their lawyer who had to find a way for his clients to get remedies allowed within the law, although the remedies might not be complete justice that his clients expected to have. To be sure, legal interpretations of what constituted a violation of a

contract or a union's unfair representation were not fixed but evolved, and lawyers had to adjust their legal arguments accordingly. The long journey of the *Williams* case also reflected this aspect of the law.

Not all LJDC steering committee members might have agreed with Weir regarding Brunwasser's choice in forming his legal strategy. Before they exchanged the correspondences, Art Winters and Willie Jenkins had shown their deepest appreciation toward Brunwasser's hard work and his effort to communicate with them about their case. Some B-men might have even agreed with Brunwasser's claim that Weir's testimony had hurt their case to a certain degree. Nevertheless, they defended Weir in their letter to Brunwasser and stood firmly with Weir. While organizing their struggle for the case for eighteen years, LJDC members experienced various internal tensions and disagreements. Nevertheless, as Jeremiah Richards stated, they all had "something in common" or "a linked interest," in historian George Lipsitz's words, and they needed to work together to obtain their common goals.<sup>15</sup> They had to work out their differences by compensating for each one's weaknesses in order to advance together. They went through many twists and turns and ups and downs. In the end, they built a relationship that was more than what was required to merely keep the court case alive. It is most likely that for the steering committee members, Weir's contribution to establishing this new relationship was greater than any mistakes that he might have made in the course of actions and was much more valuable than what Brunwasser could notice based on his limited role as a lawyer and thus the fired B-men stood firmly with Weir.

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<sup>15</sup> George Lipsitz, Conversation with author, August 25, 2015, Berkeley, California.

After going through the long and difficult journey in their legal battle, Weir retrospectively admitted that the B-men could have used filing a lawsuit as merely “a back-up” action, if they had successfully organized solidarity actions from Local 10 and had garnered more support from local communities and general public.<sup>16</sup> Nevertheless, as Jackie Hughes expressed, there had been several flickering moments of victory. The 1964 California Unemployment Insurance Appeals Board decision, the 1965 NLRB trial examiner’s rulings in Johnson Lee’s and other four B-men’s cases, and the 1967 circuit court decision on the LJDC case provided them with a glimmer of hope that they could win. Even though the court case ended up being costly, emotionally draining, and taking so many years, they did not give up and took the case all the way to the Supreme Court. Their struggle proves that when society offered aggrieved workers very few options in their search for justice, workers had to utilize whatever tools that they had. The law and the court system was one of the few means that they could utilize, although in B-men’s case, it still did not produce the result that they wanted.

Moreover, because it was a long and convoluted journey, the B-men necessarily developed knowledge by which they could make sense of their situation and the larger society. From their experiences and their marginalized social positions, they analyzed the “function” of the legal system, the relationship between workers and employers, and the role of a labor union in capitalism.<sup>17</sup> Although their acquired wisdom might not have been new to many others, the importance of it was that when people come to a conclusion on their

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<sup>16</sup> Stan Weir, “New Technology,” in Singlejack Solidarity, ed. Lipsitz (Minneapolis and London: University of Minnesota Press, 2004), p. 66.

<sup>17</sup> Ernest Martinez in his On Making Sense emphasizes the importance of “decolonizing politics” of marginalized people – knowledge that is produced from their marginalized social positions and that necessarily challenges the existing paradigms and dominant knowledge systems. See Ernesto Martinez, On Making Sense: Queer Race Narratives of Intelligibility (Palo Alto: Stanford University Press, 2012).

own through their collective struggles, their understanding about the world is much deeper than they could have possibly learned in abstract terms in a school room setting. This point was demonstrated in Art Winters's expression that he felt that he had learned more about law during past the sixteen years than any person who would have gone to a law school for a longer period.<sup>18</sup>

Their struggle also demonstrated that regardless of what their employers, their union, the larger public, and the court system had said about them, not to mention Bridges's hurtful statement that they were "crooks, bums, and chisellers," their own personal sense of integrity could not be taken from them. When they decided to fight for fairness and clear their names and continued their battle despite their financial difficulties, marital problems, and personal hardships, they had already proved to themselves that no one could rob them of their dignity.

In the process, they produced a new vision for social change and how to change it. They asserted that the power of a union could not be sustained without rank and file power on the shop floor. They believed that democracy could not be achieved when one person possessed too much power. They advocated that a labor union should be restructured in order to guarantee every worker's right to say what he thought the direction of the union should be and how their working conditions could be improved, regardless of whether his idea was right or wrong. In their organizing efforts, they shared necessary labors, learned from each other organizing skills, developed patience to work out their differences, inspired each other when their spirits were down, looked for jobs for those who were in need, and

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<sup>18</sup> Jenkins, Jr., with Winters, Interview Transcript, p. 9, Materials Relating to I.L.W.U. Case, Longshoremen – B List, 1963-84, BANC MSS 85/169 c Box 1, Folder 7, Bancroft Library, Berkeley, California; and see Chapter 9, above.

created a new community of struggle and support. Moreover, they built a long lasting interracial friendship and camaraderie not only because they had a common interest but also because they embraced each other based on their humanity and trust.

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